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Title: **Honeywell Spark Plug Plant and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) Local 533 (2001)**

K#: **4194**

Employer Name: **Honeywell Spark Plug Plant**

Location: **OH Fostoria**

Union: **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)**

Local: **533**

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K 4194

800 workers

Agreements

Between

183 P/P

UAW, Local 533



And

Honeywell

SPARK PLUG PLANT

Honeywell

Fostoria, Ohio

Agreements Dated

June 22, 2001

(Effective thru October 31, 2006)



Agreements

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UAW, Local 533



And

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SPARK PLUG PLANT

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Fostoria, Ohio

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June 22, 2001

(Effective thru October 31, 2006)



The Company and the UAW, Local 533 recognize their respective responsibilities under federal and state laws relating to fair employment practices.

The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement *their commitment not to discriminate because of race, religion, color, age, sex or national origin.*

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COLLECTIVE BARGAINING AGREEMENT

On this 22nd day of June, 2001, at Fostoria, Ohio Honeywell Spark Plug Plant, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Local 533, an unincorporated voluntary association, hereinafter referred to as the Union, hereby agree as follows:

ARTICLE I
RECOGNITION

SECTION 1. Recognition; "Contract Unit"

- (a) The Company recognizes the Union as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other conditions of employment, for all employees of the Company in the Contract Unit.
- (b) The term "Contract Unit," as used above and elsewhere in this Agreement, refers to the unit of employees at Fostoria, Ohio, who were actually covered by the last preceding Agreement between the parties as of the expiration date thereof.

SECTION 2. New Classification and Departments

When a new classification or department covering work comparable to that done by employees covered by this Agreement is established, the Union will be notified and negotiations will take place promptly as to whether such classification or department properly should be in the included or excluded group.

SECTION 3. Restrictions on Organizing Certain Employees

- (a) The Union shall not organize, or attempt or assist in the organization of, executive employees, supervisory employees, supervisors and any other individuals having authority in the interest of the Company to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline other employees or responsibly to direct them or to adjust their grievances or effectively to recommend such action; employees engaged in work relating to time study or other Industrial Engineering activities; employees engaged in Industrial Relations activities; employees having access to confidential information pertaining to employee and labor relations matters; and other representatives of Management
- (b) Any dispute arising under this Section shall be appealed to the Arbitrator for decision, and any National Labor Relations Board proceedings to which the decision of the Arbitrator on such dispute may be relevant shall be postponed by agreement of the parties until the Arbitrator shall have rendered such decision.
- (c) Appeals under this Section shall be governed by the procedure provided in Article VII, Section 9(b) of this Agreement. Such appeals shall take precedence over all other cases, and shall be decided by the Arbitrator as promptly as possible.

ARTICLE II

UNION SHOP

Section 1. Requirements of Union Membership

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following such effective date.

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union on or within ten days after the 30th day following the beginning of their employment.

An employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

Section 2. Discharge for Failure to Tender Dues Or Initiation Fee

Any employee to whom membership in the Union is denied or whose membership is terminated by the Union by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employee shall be terminated under this Article, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the periodic dues and initiation fees required under this Section, and warning him that unless such dues and fees are tendered within seven days he will be reported to the Company for termination from employment as provided herein; and
2. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged.

Section 3. State Restrictions

The provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect to the extent to which the making or enforcement of such provisions is contrary to statute or constitutional amendment of the state; provided, however, that wherever any such statute or constitutional amendment is declared by the court of last resort having jurisdiction of such questions to be invalid, the provisions of Section 1 and 2 of this Article immediately thereupon will be deemed to cover the employees directly affected by such declaration of invalidity; and, provided, further,

that where the making or enforcement of such provisions is lawful only after compliance with certain conditions precedent, Sections 1 and 2 of this Article shall be deemed to take effect as to the employees concerned immediately after such conditions have been complied with.

Section 4. Agency Shop

In the event Sections 1 or 2 of the Article are of no force and effect under the provisions of Section 3 of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that employees may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Sections 1 and 2 of this Article.

ARTICLE III

DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues: Employee Authorization; Revocation

The Company will deduct from the pay of each employee covered by this Agreement, or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each such employee's Regular Supplemental Unemployment Benefits, all current Union membership dues, provided that at the time of such deduction there is in the possession of the Company a subsisting written assignment, executed by the employee. In the case of each employee hired into the Contract Unit after January 1, 1974, and for any employee in employment prior to January 1, 1974, who is laid off after January 1, 1974 and authorizes the deduction of dues from his Regular Supplemental Unemployment Benefits, the authorization shall be in the form attached as Appendix A. *

Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before the end of the fifth day following the day on which this Agreement goes into effect; or (2) not more than 5 days prior to the stated expiration date of this Agreement set forth in Article XI of this Agreement.

* Reproduced in full beginning on page 93

Section 2. Authorization Forms

The Company will explain the check-off arrangements between the Company and the Union at the time of hiring new employees and afford them an opportunity to sign authorization forms in the Hourly Personnel Department. Previously signed and unrevoked authorizations shall continue to be effective as to employees whose seniority is not broken; previous authorizations of employees rehired shall not be considered to be effective.

Section 3. Pay Periods In Which Deductions Are To Be Made

The Company will deduct current membership dues (including such initiation fees as may be a part thereof) from the employee's pay for pay periods ending in the calendar month, or will notify the Trustee under the SUB Plan to deduct such dues as provided in the Plan from the employee's Regular Supplemental Unemployment Benefits, in a manner agreed upon with the Union. It is understood that deductions shall not be made from the first pay of a new employee. The initial deduction from the pay of an employee signing a new authorization shall be from the second pay period following the date of his authorization.

Section 4. Collection in Succeeding Months

- (a) Once each month, beginning with the month of January, 1974, the Union may submit to the Company, not later than the tenth day of the month, a list containing the employee's name, social security number, amount of Union dues (including initiation fee, if any, to be deducted) and the specified month or months (January, 1974, or thereafter) for which the Union certified that (i) the specified dues were required for such month(s) under the International Union's Constitution and Articles II and III of this Agreement and (ii) such dues were not deducted from wages earned in such month(s) or from Regular Supplemental Unemployment Benefits equivalent to 40 hours' pay received in such month(s). If Union dues have not been deducted from wages of an employee in prior pay periods during any month, one hour at the employee's regular straight-time hourly rate including cost-of-living allowance and excluding any other premiums or such amount as may be established as dues, shall be deducted from employee's first Regular Supplemental Unemployment Benefit payment under the Company-UAW SUB Plan during such month and remitted by the Trustee to the Financial Secretary of the Union, provided that the employee has executed an Assignment and Authorization for Check-Off of Membership Dues form for the month or months for which and in which the deduction is made, and provided, further, that the employee is entitled to a Regular SUB payment which is sufficient in amount to cover the Union dues. If the employee returns to work in the month in which a deduction for such dues has been made, an additional Membership Dues required shall be deducted from his wages and remitted to the Financial Secretary of the Union. An Employee's name shall not be submitted in any month unless he is on the active employment rolls at the beginning of such month. The Company will furnish information weekly to the Financial Secretary of the Union as soon as practicable concerning the names of the employees who receive Regular Benefits or Alternate Benefits under the Company-UAW SUB Plan and the amounts of such benefits.

- (b) Union dues in the specified amount shall be deducted from wages of each such employee, provided he has executed an assignment and authorization for Check-Off of Membership Dues for the month or months for which and in which the deduction is made. Such deduction shall be made from the pay for the second pay period ending in the month, provided that the employee has sufficient earnings to cover the union dues.

The Company shall have no responsibility for the collection of membership dues not deducted pursuant to Section 3 and 4 of the Article.

Section 5. Deduction of Initiation Fees

For the purposes of applying the check-off provisions, it shall be presumed that reinstated and rehired employees do not owe initiation fees, and collection of any initiation fees from such employees shall be the responsibility of the Union. It shall be presumed that employees being hired by the Company for the first time have not previously paid initiation fees, and such fees will be deducted as set forth in Section 3 of this Article.

With respect to a newly hired employee who does not sign an authorization form at the time he is hired, the initiation fee will be deducted only if the Union subsequently shall furnish an authorization form signed by the employee and advise the Company therewith in writing that the employee owes an initiation fee, in which case such initiation fee will be deemed to become due and payable in the pay period following receipt of such notice.

The Company shall have no responsibility for the collection of initiation fees not deducted pursuant to the foregoing.

Where an initiation fee has been deducted from the pay of a new employee who does not owe such fee, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 6. Remittal of Deductions to the Union

Commencing with the first pay period ending after January 1, 1974, all sums deducted from pay shall be remitted to the Financial Secretary of the Union in two payments, the first payment to be made within 15 days after the first pay period in each month and the second payment, including deductions from the remaining pay periods of the month, to be made not later than the 10th day of the next succeeding month after which such deductions are made, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.

Section 7. Record of Deduction for the Union

The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish the Financial Secretary of the Union monthly a record of those for whom deductions have been made, together with the amounts of such deductions. It is permissible for the Union and the Company to work out a system of reporting those for whom no deductions are made, rather than those for whom deductions are made, where they mutually desire to do so. The Company will include a code indicating the reason for absence in the record furnished the Financial Secretary of the Union, concerning those employees for whom no deductions were made.

Section 8. Notice to Union of Employee Revocations

The Company will advise the Financial Secretary of the Union in writing of receipt by the Company of any written notice from an employee revoking his assignment and authorization to deduct Union membership dues from his pay or Regular Supplemental Unemployment Benefits. Such written advice to the Union shall identify the employee, and specify the date notice was received by the Company, and shall be sent to the Union within ten (10) working days of receipt of such notice.

The Union shall have the right to inspect such notice and its mailing envelope within thirty (30) days from the date the Union is sent advice of the receipt thereof, and following the expiration of that time any objections not theretofore made to the Company in writing to the effectiveness of such notice of revocation shall be deemed waived by the Union.

Section 9. Requests for Additional Deductions

Requests to the Company by the Union to deduct membership dues (other than initiation fees) in excess of \$1.50 each month, and notices of any increases in initiation fees, shall be effective only upon written assurance to the Company from the Union that such amounts are a part of the membership dues under the International Union's constitution, and have been duly approved by the International Union.

Section 10. Notice of Transfer to Excluded Classifications

When an employee is transferred to an excluded classification, the Company will give the Union a written notice of such transfer, within ten (10) working days from the date of transfer, said notice to list name and social security number.

ARTICLE IV**COMPANY RESPONSIBILITY****Section 1. General**

The Company retains the sole right to manage its business, including the rights to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the method of manufacturing, the schedules of production, the processes of manufacturing or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured; to maintain order and efficiency in its plants and operations; to hire, lay off, assign, transfer and promote employees, and to determine the starting and quitting time and number of hours to be worked; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. Promotions and Nonpromotional Job Transfers.**(a) Promotions**

Promotions shall be based primarily upon merit and ability, but where these are equal, the employee having the greatest seniority shall receive preference. Complaints that Management has not exercised fairness in judging the qualifications of the available candidates may be processed through the Grievance Procedure. The procedure for posting for promotional job opportunities will be as follows:

1. Any opening which is to be filled by promotion shall be posted in a glass enclosed, locked bulletin board on appropriate forms, by number. Bid slips will be available in the carousel outside Medical Services, from hourly personnel, and from Dept. 3 and Dept. 9 production offices. Completed applications are to be placed in the locked box at each posting location.

A duplicate of the posting sheet will be provided to the committeeman at the time of posting. Notice will specify the classification, department, rate of pay, occupational group, shift, shift hours, job location, number of openings, and a small job description

2. Seniority employees, excluding skilled trades and employees with less than 1 year seniority, will be eligible to bid on posted jobs. Only those names appearing on bid slips placed in the locked box will be considered.
3. The opening may be posted by 10:00 AM on any day of the regular work week and will remain posted for five working days. The Sr. Team advisor shall make the selection within one week, if possible, but in no event later than two weeks. However, this shall in no way preclude management from cancelling any promotion if the decision is made that no opening exists.
4. The Committeeman shall be advised in writing as to who the selection is prior to notifying the applicant.
5. If the Committeeman does not agree with the Supervisor's selection he shall make his objections known to the Supervisor. The Supervisor and the Committeeman shall orally discuss the Supervisor's selection before the Grievance Procedure is resorted to.
6. When an employee has been selected and is placed on a job and then is disqualified within 30 days from the date of transfer to the promotional job, he shall exercise his seniority in the classification on the shift he held immediately prior to his being promoted. If he does not have sufficient seniority to displace an employee on his prior classification and shift, he shall exercise his seniority in the group from which he was promoted. Management may fill a job opening resulting from such disqualification without again posting the vacancy. In such an instance, Management will consider the remaining candidates in accordance with Paragraphs 2 & 4.

ARTICLE IV

COMPANY RESPONSIBILITY

7. An employee who applies for a promotional opening and is promoted shall not be eligible to apply for another promotional job for a period of six (6) months from the date of the last promotion. An employee who applies for a promotional opening and then refuses such promotion, shall not be eligible to apply for another promotional job for a period of eight (8) months from the date of the last declining of promotion
 8. Once an employee has been selected for a permanent job opening, he shall be placed on such opening within ten (10) working days or receive the rate applicable to such job. It is understood that this provision shall not apply when delays are encountered such as the selected being unavailable due to absence.
 9. Replacements for vacations, leaves of absence, or elected Union Office will not be considered promotional opportunities.
 10. Deviation from the provisions of this agreement may be made by mutual agreement between the parties.
 11. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party.
 12. Experience that employees acquire by working less than six (6) continuous months on a designated job on a temporary basis will not be considered for promotional purposes when assessing ability.
- (b) **Non Promotional Job Transfers (Job Change Requests)**

It is the policy of the Company to honor job change requests for seniority employees who wish to transfer from one classification to another classification within the same seniority unit.

The Job Change Request procedure incorporates the Shift Request procedure and the two are administered as follows:

1. Job Change and Shift Request forms will be available in the Hourly Personnel Department.
2. Job Change Requests may be submitted by a seniority employee wishing to change jobs and will be honored to permanent undesignated job openings. Shift Requests may be submitted by a seniority employee wishing to change shifts and will be honored to permanent openings except those to be filled by Promotional Postings.
3. Job Change and Shift Request files will be destroyed effective each shift preference date.
4. Job Change Requests submitted through Tuesday, 11:00 p.m., and shift preference requests (Bumps) submitted through Friday, 11:00 p.m. will be considered when making moves for the following week, or shift preference period respectively.
5. In no event will more than two requests be honored for any single opening. Requests honored to permanent openings will be filled by the first applicable combination of the following:

- a. Shift Request - Shift Request
 - b. Shift Request - Job Change Request
 - c. Job Change Request - Job Change Request
6. Requests will be honored in seniority order and only one Job Change Request will be honored between each Shift Preference (Bump).

Section 3. Discipline and Discharge

The Company retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

In imposing discipline on a current charge, the Company will not take into account any prior infraction which occurred more than three years previously. The Company shall assure that prior infractions which occurred more than three years previously are effaced from the employee's active disciplinary record in use for the purpose of determining current disciplinary measures.

Complaints that the Company has violated this paragraph may be taken up through the Grievance Procedure provided in this Agreement.

Section 4. Production Standards

(a) Establishments, Disputes

The right of the Company to establish and enforce production standards is recognized. Such production standards shall be fair and equitable and shall be set on the basis of normal working conditions, the quality of workmanship, and the normal working capacities of normal experienced operators, with due consideration to fatigue and the need for "personal" time.

When a production standard is established and is not disputed, or is disputed and settled, the element times shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design.

When a study is to be made for the purpose of establishing a standard the employee on such job shall be notified at the time the study is to be made. When a study is made for purposes other than establishing a standard, the purpose of the study will be made known to a Union Representative prior to the study.

To meet its daily production schedules, the Company will maintain each line at a constant speed. When additional work is required that differs from the normal production standards, the Company will make adjustments where necessary by one or more of the following means:

- (a) addition of manpower
- (b) greater Spacing of Units

- (c) reducing speed of line
- (d) stopping line momentarily
- (e) adjusting employee work assignments

The normal amount of work required of employees shall not be increased because of absenteeism.

On line operations and certain other operations that the Company determines are likewise of such a nature as to give the employees no control over their work pace, relief men will be designated to make relief available at all times in a ratio to provide each employee with 44 minutes of actual personal relief per 8 hour shift.

In determining the number of relief men required for this purpose, the Company shall take into account such factors that may be involved in relief assignments as walking unusual distances from station to station, the securing of special tools, clothing, or equipment, the necessity of washing up prior to relieving the next operator and the factor of time slippage involved in a tag relief system.

The understanding is that:

- (i) where the Union so requests, such implementation shall regularly be made on the basis that relief for up to one hour at the start of the shift and up to one-half hour after lunch will not be required except in emergencies.
- (ii) it shall not be deemed to affect any existing arrangements for relief based on environmental factors in addition to that required for personal time.

The Union may designate a qualified person in the Bargaining Unit who, upon his request, in the event of a work standards dispute, will be advised as to the work content which is the basis of the particular production standard.

The Union shall have the right to process grievances on disputed production standards through the procedure provided therefore by Article VII, Section 21 of this Agreement.

(b) Enforcement: Discipline

When standard is not established, an employee in following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be disciplined for failure to obtain an expected amount of production.

On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised by the Supervisor as to what such standard is. Production standards now in effect and production standards as they are arrived at will be made available for inspection by the Committeeman. Employee questions will be answered by supervisors referring to books in the superintendents offices.

Continued failure, or refusal, of an employee to produce on the basis of such production standards shall be considered due cause for discipline, including discharge unless the failure is due to causes beyond his control. Circumstances affecting the time of performance of a particular job that was not taken into account in establishing a production standard are known as non-standard conditions. When such non-standard conditions exist which ad-

versely affect the operation and are brought to the attention of Management, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be required to obtain the expected amount of production.

No employee will be disciplined for failure to perform in accordance with production standards unless he has been advised at least four days in advance as to what such production standard is. When the Company contemplates action for failure to perform in accordance with production standards, the Committeeman shall be notified promptly that the employee has been given the first warning and the reason for such warning.

An employee physically incapable of meeting production standards will be given the opportunity to transfer to an operation he is physically capable of performing, subject to the provisions of Article VIII, Sections 7 through 10 of this Agreement.

An employee shall not be subject to discipline for his activities during his relief period so long as he does not interfere in any way with production, the work of his fellow employees and order in the plant, and does not violate plant rules.

Any complaint that discipline imposed under this Section is improper shall be taken up through the regular Grievance Procedure provided for in this Agreement.

Section 5. Rules and Regulations

The right of the Company to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees, is recognized. The Union reserves the right to question the reasonableness of the Company's rules or regulations through the Grievance Procedure.

Section 6. Assignment of Overtime Work

When, in the judgement of management, overtime is required for a given department, the regular employees assigned to the department will work such overtime periods.

All reasonable means will be employed to equalize overtime among shifts.

Except in emergencies or breakdowns, an employee shall be notified of required work not later than the completion of his last hour of work on the day preceding such overtime.

It is the policy of the Company to grant, where practicable, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of his request. When granted he will not be required to work during the excused time without his consent.

The Company's right to require employees to perform overtime work is subject to the following:

PART A. Unskilled

1. Daily Overtime

Hours in excess of nine (9) hours worked per shift shall be voluntary, except as otherwise provided in the Memorandum of Understanding, for an employee who shall have notified the Company in accordance with Paragraph 11.

2. Saturday Overtime

Employees may be required to work Saturdays; however, an employee who has worked two or more consecutive Saturdays may decline to work the following third (3rd) Saturday provided (a) he shall have notified the Company in accordance with Paragraph 11, and (b) he has not been absent for any reason on any day during the week preceding the Saturday except absence for which he receives bereavement pay shall not be a disqualifying absence. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work any portion thereof as the normal fifth day worked, such as an employee whose shift starts Friday and continues into Saturday.

3. Sunday Overtime

Except as otherwise provided, overtime work on Sundays shall be voluntary; provided, however, that (a) the employee shall have notified the Company in accordance with Paragraph 11, and (b) the employee has not been absent for any reason on any day during the week preceding such Sunday except absence for which he receives bereavement pay or Holiday pay under the Paid Holiday Plan shall not be a disqualifying absence except for a Saturday which he declined to work pursuant to Paragraph 2 above. For purposes of this Paragraph, Sunday work shall not include those hours worked on Sunday which are part of an employee's normal five (5) day workweek (Sunday PM through Friday AM).

4. Employees Working on Necessary, Continuous Seven-Day Operations.

Notwithstanding Paragraphs 1 through 3 inclusive employees on necessary continuous seven-day operations shall be governed by the following:

- (a) Daily Overtime Hours in excess of nine (9) hours worked per shift shall be voluntary except as otherwise provided for an employee who shall have notified the Company in accordance with Paragraph 11.
- (b) First Regularly Scheduled Day off in the workweek employees may be required to work one of their regular days off in a workweek; however, an employee who has worked one of his regularly days off in two (2) or more consecutive weeks may decline to work one of his regular days off in the following third (3rd) week provided (1) he shall have notified the Company in accordance with Paragraph 11, and (2) he has not been absent for any reason on any of his five preceding regularly scheduled days of work except absence for which he receives bereavement pay shall not be a disqualifying absence.
- (c) Second Regularly Scheduled Day off in the workweek - Except as otherwise pro-

vided, an employee may not be required to work a second regularly scheduled day off in a workweek; provided, however, that (1) the employee shall have notified the Company in accordance with Paragraph 11 and (2) the employee has not been absent for any reason on any of his five preceding regularly scheduled days of work except absence for which he receives bereavement pay or holiday pay under the Paid Holiday Plan shall not be a disqualifying absence.

5. Emergencies

The provisions that limit or restrict the right of the Company to require employees to work daily overtime on Saturdays or Sundays shall be suspended if the Company's operations are interrupted by emergency situations, such as single breakdowns of four hours or more,* government mandated work, power shortages, strike, fire, tornado, flood, or acts of God, for a period of time necessary to overcome such emergencies.

*Any breakdown is to be considered justification for suspending the limitations on the Company's right to require overtime work for purposes of correcting the breakdown itself; the Company's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

6. Concerted Activity

(a) Any right to decline daily overtime or Saturday or Sunday work may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall, in addition to subjecting him to discipline, nullify for one month his right to decline overtime.

(b) The Company shall have the right to suspend for a period of two weeks the provisions that entitle employees to decline to work daily overtime or Saturdays or Sundays in each event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturdays or Sundays that they have not declined as herein provided or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a department or on a Saturday or Sunday, fail or refuse to work as scheduled in significantly greater numbers than the Company's experience can reasonably lead it to expect, such evidence should be carefully considered by the impartial Arbitrator in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons. The Union shall have the right to specially submit to the impartial Arbitrator pursuant to Article VII, Section 9, any claim that the Company has acted wrongly in suspending the provisions as to employees or a plant. If the Arbitrator sustains the Union's claim, the Company shall, within 60 days of the date of the Arbitrator's award, give each affected employee the

right to decline overtime work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

7. Work Force Supplementation

In order to implement this provision, the Company may supplement the work force. The following are illustrative of actions which the Company may take to do so.

- (a) Temporary part-time employees may be hired but shall not be entitled to Saturday or Sunday premium pay, except as required by law, until they are qualified to perform the work to which they are assigned, or for fifteen (15) working days, whichever is sooner.
- (b) Nothing herein shall preclude the Company from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of the Company may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays); provided, however, that work performed on Saturdays or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance between the Company and the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Union and Management.

8. Legal Prohibitions

The optional overtime provisions shall not apply in any instance in which they would make it impossible to run an operation without violating a federal, state, or local law or ordinance.

9. SUB

Daily overtime hours or Saturday or Sunday work that an employee declines under the terms of this agreement shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

10. Option

The Company and the Union may agree from time to time to suspend the terms of the above for a fixed period of time during which period production employees (non-Appendix F) shall be governed solely by the provisions of Article IV, Section 6, except for this sub-paragraph.

11. Notice

With respect to all voluntary hours provided for in this section in a given subsequent week, the employee may decline to work such hours if he notified his supervisor on a form to be provided by the Company before the end of the shift on the day following notification.

If notification of overtime is within the same week the hours are scheduled, the employee may decline to work such hours if he notifies his supervisor by the end of the shift on the day notification was made.

12. Scheduling Procedures

- a. Overtime shall be equalized and assigned within a department by classification and shift:
 1. Scheduled daily overtime. When classification on that shift is exhausted, the overtime opportunities will be made available among the eligible employees within the department on that shift with the lowest in classification hours being asked first.
 2. Weekend and Holiday overtime. When a designated classification is exhausted, the overtime opportunities will be made available among the eligible employees within the department on that shift only after the employees in the same designated classification on the other shifts have at least the same regularly scheduled overtime opportunities available on their shift. When an undesignated classification is exhausted, the overtime opportunities will be made available among the eligible employees within the department on that shift where needed with the lowest in classification overtime hours being asked first.
 3. Unscheduled daily overtime caused by absenteeism. The regular employees assigned to the department and classification will work such overtime; provided, however, there is at least one-half hour advance notice before the start of the shift to the Company of such absence. In the event such notice comes less than one half hour before the start of the shift, Management will attempt to schedule the correct classification by overtime hours; but failing to do so, will not be cause for grievance.
- b. Overtime records shall be maintained on the principle of the hours paid rather than hours worked.
- c. A record of all overtime charged shall be maintained by the Company and posted in a prominent location within the department. Overtime shall be posted weekly.
- d. An employee will not be charged for overtime which he would have otherwise have been scheduled to work:
 1. If he was notified to come in after he had gone home.
 2. If a person is asked to work in a classification and/or in a department other than the one in which he is currently assigned.
 3. If he has not received notice prior to the end of the shift.
 4. If he is not available because of military leave.
- e. Employees will be charged the overtime hours if properly scheduled if not worked for any other reason.
- f. When a classification is scheduled 100%, a notice will be posted at a designated location within the department.

ARTICLE IV

COMPANY RESPONSIBILITY

- g. All premium back-up pay and all overtime payment awarded through the grievance procedure will be charged.
- h. A new hire, rehire, or reinstated employee will assume the high hours on his classification within his department on that shift.
- i. An employee reclassified, temporarily reclassified, or transferred to another shift or department will:
 - 1. if his overtime hours fall within the spread of that classification on that shift retain his overtime hours.
 - 2. if his overtime hours fall above the spread of that classification on that shift take the high overtime hours.
 - 3. if his overtime hours fall below the spread of that classification on that shift take the low overtime hours.
- j. Employees loaned to, and working overtime in another department or classification, will be charged on his own record.
- k. Nothing in the charging of overtime shall be considered as disciplinary action.
- l. Where an employee on a classification, within a department, receives more than 28 hours overtime paid or charged than any other employee on the same classification and shift within the department who is qualified to perform the work, Management will not assign any additional overtime to the employee having more than 28 hours overtime paid or charged than any one of the other employees on the same classification and shift within the department who are qualified to perform the work until such time as the employee who has less than 28 hours overtime paid or charged than any other employee on the same classification and shift within the department who is qualified to perform the work. Provided, however, that in the event all of the employees on the classification and shift within the department are scheduled to work overtime, he may also work.
- m. Failure on the part of Management to correctly schedule overtime shall be cause for grievance and a corresponding penalty; provided, the missed employee was unable to call it to the attention of Management prior to the overtime being worked.
- n. With the signing of this agreement, overtime hours for all departments and classifications will be reduced to zero, maintaining the spread, except for the overtime hours of the new combined classifications which will be reduced to zero as a starting point for everyone. Thereafter, overtime hours for all departments and classifications will be reduced to zero, maintaining the spread, on a yearly basis.
- o. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party.

PART B. Skilled Trades Employees

Appendix F (Skilled Trades) employees may elect, as a group, to have their overtime assignments governed by a continuation of the current overtime provisions or by one of the optional provisions referenced in the Company's letter to the Union dated October 18, 1976, regarding Skilled Trades Overtime Optional Provisions. A continuation of the current overtime practice will be governed by the Sunday Work Assignment ("13-Day") letter.

1. Overtime shall be equalized within a department by classification and shift.
2. Overtime records shall be maintained on the principle of hours paid rather than the hours worked.
3. A record of all overtime charged shall be maintained by the Company by name and social security number and posted in a prominent location within the department. Overtime shall be posted weekly.
4. Employees will not be charged for overtime which they would otherwise have been scheduled to work:
 - a. If he was notified to come in after he had gone home.
 - b. If he is on vacation.
 - c. If it is the weekend prior to his vacation.
 - d. If he is not available because of bereavement, jury duty, or military leave
 - e. If he was not notified prior to the end of the shift.
5. Employees will be charged the overtime hours if properly scheduled if not worked for any other reason.
6. When a classification is scheduled 100%, a notice will be posted in a designated location within the department.
7. All premium back-up pay and all overtime payment awarded through the grievance procedure will be charged.
8. A new hire, retire, reinstated employee, or an employee who is reclassified and/or transferred, will assume the high hours on his classification and shift.
9. An employee moved from one shift to another within his department and classification, shall retain his overtime hours.
10. Nothing in the charging of overtime shall be considered as disciplinary action.
11. No apprentice shall work overtime unless all journeymen in the same trade on that shift have been given the opportunity of working. However, qualified apprentices must be asked to work (but, may not be forced to work) before forcing a journeyman to work. Deviations from this provision may be made by agreement between the Company and the Union.
12. Where an employee on a classification, within a department, receives more than 28 hours

overtime pay than any other employee on the same classification and shift within the department who is qualified to perform the work:

- a. Management has thirty (30) working days to effectuate a plan to bring the spread within 28 hours and
 - b. Being unable to do so within thirty (30) working days, Management will not assign any additional overtime to the employee having more than 28 hours overtime pay than any one of the other employees on the same classification and shift within the department who are qualified to perform the work until such time as the employee has less than 28 hours overtime pay than any other employee on the same classification and shift within the department who is qualified to perform the work. Provided, however, that in the event all of the employees on the classification and shift within the department are scheduled to work overtime, he may also work.
13. All reasonable means will be employed to equalize overtime among shifts.
 14. There shall be no crossing of shifts for the purpose of equalizing overtime.
 15. Weekend overtime notice shall be given to the employees on each shift by Thursday preceding such overtime.
 16. This agreement may be terminated by either party upon thirty (30) days notice in writing to the party.

Section 7. Layoff and Recall - Deviations from Seniority

The right of the Company to lay off and recall employees is limited by Sections of this Agreement, hereafter provided, covering that subject.

Notwithstanding those provisions, it is recognized that upon certain occasions it is necessary in order to facilitate tooling, plant arrangement, starting of production or other unusual situations, for the Company to retain or to call into work the most capable and efficient employees, out of line of seniority.

When such occasions arise the Union Committeeman will be advised in advance of the number and classifications of such employees.

The Company agrees that all permanent layoffs will be determined strictly by seniority. However, in cases where strict seniority layoffs create an operational hardship on the plant, the Company and Union agree to develop a transition plan to address the particular hardship.

The decision hereby vested in the Company shall not be abused. Complaints that the Company has abused its discretion in this respect may be taken up through the Grievance Procedure provided in this Agreement.

Section 8. Job Security and Outside Contracting

It is the policy of the Company that employees of an outside contractor will not be utilized to replace seniority employees on production assembly or manufacturing work, warehousing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them,

ARTICLE V

STRIKES, STOPPAGES AND LOCKOUTS

when performance of such work involves the use of Company-Owned machines, tools or equipment maintained by Company employees.

This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

It is the policy of the Company to fully utilize its seniority employees in the skilled trades (Appendix F) in the performance of maintenance and construction work. The maintenance department will perform all work of a maintenance and construction nature consistent with the practices in effect. Where deemed advisable, contracts will be let to outside contractors under certain conditions. Such outside assistance will be engaged where peculiar skills are involved, where specialized equipment not available at the Company is required or where for other reasons economics can be realized because specialized contractors can better perform the work in question. As has been the practice, all construction work will be performed by the Company consistent with equipment and manpower skills available, with the limitation that outside contractors may be called upon when the volume of work exceeds the capacity of the maintenance department.

It is the policy of the Company in all cases, except where time and circumstances prevent it, to have advance discussion with the Union prior to letting such a contract. In this discussion, Management is expected to review its plans or prospects for letting a particular contract. The Union will be advised of the nature, scope, and approximate dates of the work to be performed and the reasons why Management is contemplating contracting out the work. At such times, Company representatives are expected to afford the Union an opportunity to comment on the Company's plan and to give appropriate weight to those comments in the light of all attendant circumstances. However the question of whether or not advance notice has been or should have been given shall have no bearing on any grievance protesting Management's action in letting a particular contract.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

ARTICLE V

STRIKES, STOPPAGES AND LOCKOUTS

Section 1. Fair Day's Work

The Union reaffirms its adherence to the principle of a fair day's work for a fair day's pay, and agrees to use its best efforts towards this end, both as to work and as to conduct in its performance.

Section 2. Intent of Agreement

It is the intent of the parties, in the interests of attaining peaceful, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the procedures through which the Union and the employees shall resort to secure redress for any grievances arising from this Agreement.

Section 3. Prohibited Activities

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, or slowdown in any plant of the Company or any curtailment of work or restriction of production or interference with the operations of the Company.

Section 4. Limitations on Right to Strike

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of any of the Company's operations, or picketing of any of the Company's plants or premises, except with respect to disputes which are to be referred to the procedure provided for in Article VII, Section 21, of this Agreement, and then only after such procedure has been exhausted.

No strike shall take place until such action has been fully authorized as provided in the constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Section 5. Discipline for Violations of Section 3 and 4.

The Company shall have the right to discipline (including discharge) any employee who instigates, participates in, or gives leadership to an unauthorized strike in violation of this Agreement.

The Arbitrator shall have power to review the reasonableness of penalties imposed under this section.

Section 6. Limitations on Right to Lock Out

The Company will not lock out any employees except with respect to disputes which are to be referred to the procedure provided for in Article VII, Section 21, of this Agreement, and then only after such procedure has been exhausted.

ARTICLE VI

REPRESENTATION

Section 1. Representation on Company Time

For the purpose of operating under this Agreement, the employees shall be entitled to representatives on Company time in accordance with the following provisions.

Section 2. Unit of 1,399 or Less

If the unit contains 1,399 or less employees, the Union will be accorded representatives as follows:

(a) **Less than 125**

If the unit is less than 125 employees, there shall be three Committeemen, including the Chairman, all of whom shall be on a part-time basis. The Chairman shall handle all First Stage Grievances and shall be allowed four straight-time hours each week designated by mutual agreement to handle those functions set forth in Section 6(c) of this Article, except that he may designate another Committeeman to replace him during periods when he is absent from the plant. The Chairman may consult with other members of the Committee concerning the processing of grievances.

(b) **125 - 199**

If the unit is 125 to 199 employees, there shall be three Committeemen, including the Chairman. The Chairman shall have the right to devote his full time to his duties, as such, which shall include those functions set forth in Section 6(c), of this Article, but the remaining two Committeemen shall be on a part-time basis.

(c) **200 - 399**

If the unit is 200 to 399 employees, there shall be three Committeemen including the Chairman. When the unit is operating three shifts on production, an additional Committeeman may be allowed. The Chairman shall have the right to devote his full time to his duties, as such, but the remaining Committeemen shall be on a part time basis.

(d) **400 - 599**

If the unit is 400 to 599 employees, there shall be four Committeemen including the Chairman. The Chairman and one other Committeeman shall have the right to devote their full time to their duties, as such, but the remaining Committeemen shall be on a part-time basis.

(e) **600 - 799**

If the unit is 600 to 799 employees, there shall be four Committeemen including the Chairman. The Chairman and two other Committeemen shall have the right to devote their full time to their duties, as such, but the remaining Committeeman shall be on a part-time basis.

(f) 800 - 999

If the unit is 800 to 999 employees, there shall be four Committeemen, including the Chairman, all of whom shall have the right to devote their full time to their duties, as such.

(g) 1,000 - 1,199

If the unit is 1,000 to 1,199 employees, there shall be five Committeemen, including the Chairman, all of whom shall have the right to devote their full time to their duties, as such.

(h) 1,200 - 1,399

If the unit is 1,200 to 1,399 employees, there shall be six Committeemen, including the Chairman, all of whom shall have the right to devote their full time to their duties as such.

Section 3. Unit of 1,400 or More

If the unit contains 1,400 or more employees, the Union will be accorded representatives as follows:

(a) Number of Full time Representatives

The unit, according to the number of employees therein, may have the number of full-time representatives, including the Chairman of the Unit Committee, indicated in the following table:

No. of Employees	No. of Representatives
1,400 to 1,599	7
1,600 to 1,799	8
1,800 to 1,999	9
2,000 to 2,199	10
2,200 to 2,399	11
2,400 to 2,599	12
2,600 to 2,799	13

And so forth with one additional representative for each additional 200 employees.

(b) Size of Unit Committee; Handling of First Stage Grievances

Each unit shall have a Unit Committee of three or four persons, including the Chairman, to handle grievances in the First Stage.

Section 3A. Part-time Representatives-Small Shifts

If the unit employs 1,001 or more people, an additional Committeeman on a part-time basis shall be allowed on the No. 1 and No. 3 shift when more than 25 but less than 200 people are working on each shift.

If the unit employs 900 or more people, an additional Committeeman on a part-time basis shall be allowed on the No. 1 shift when more than 25 but less than 200 people are working on such shift.

Section 4. Local Agreements on Deviations

Deviations from Sections 3 and 4 of the Article may be negotiated by the Union and Company.

Section 5. Adjustments for Population Changes

Where a change is required in the number of representation or vice versa is required because of deviations in the number of employees working above or below the number on which its representation structure is based, the requisite changes shall be accomplished within two weeks of the notice to the Union of the occurrence of the deviation in employment requiring it. Employees on layoff in accordance with Article VIII, Section 17 of this Agreement shall be included in the number working for purposes of this Section.

Section 6. Health and Safety Representatives**(a) Number; Appointment**

If the unit is 600 or more employees, it may have one full-time Health and Safety Representative who shall be appointed by the International Union.

(b) Notice to Company

The International Union shall advise the Company in writing of the name of the appointed Health and Safety Representative. No Representative shall function as such until the Company has been so advised.

(c) Functions

The primary function of the Health and Safety Representative is to handle health and safety complaints in accordance with the procedure set out in Article VII, Section 21(b)(1). In addition, the Health and Safety Representative will:

- (i) accompany governmental inspectors and International Union Representatives on Plant inspection tours; also accompany representatives of the Company's Industrial Hygiene and Safety Section on regular plant surveys and upon request receive results of such surveys-advance arrangements should be made to permit participation in such surveys.
- (ii) receive from the appropriate management representative a copy of the unit's OSHA Form 200 (Summary, Occupational Illness and Injuries) as it is now constituted and the facility's total man-hours worked for the comparable period.

- (iii) accompany a local Company Representative to measure noise, air contaminants or air flow when and where conditions in the Unit indicate such measurement is necessary; Once each week make inspections with the Company Safety Representative and make necessary and desirable recommendations regarding the plant working environment; prior to such an inspections, be advised by the Company Safety Representative of possible problem areas based on an analysis of current OSHA Form 100 accident experience;
- (iv) Be informed of work-related lost-time accidents as defined by the American National Standards Institute and other major accidents which occur in the workplace; review the results of plant safety investigations of such accidents and make necessary and desirable recommendations;
- (v) Receive prompt notifications of any employee fatalities resulting from work related-injuries;
- (vi) participate, upon request of an appropriate Company Representative, in employee job-related safety training or instruction, and review and make recommendations to such Company Representative concerning appropriate content of such training and instructions; (vii) be advised in writing of known harmful physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures.

(d) Representative Training

The Company will provide annually the training or instruction it deems necessary to qualify the Unit Health and Safety Representatives to perform their functions satisfactorily. In addition to initial instruction, Unit Health and Safety Representatives will receive specialized training appropriate to the operations. The International Union will be provided the opportunity to review and participate in such training or instruction programs and make necessary any desirable recommendations. Full-time Unit Health and Safety Representatives who wish to enroll in courses of instruction relating to health and safety at approved educational institutions shall be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Company's Tuition Refund Program.

The Chairman of the Bargaining Committee, where there is no full-time Unit Health and Safety Representative, may, upon request of the International Union, attend training or instruction programs provided by the Company, pursuant to this Article.

(e) Duty to Remain in Unit: Reporting to Supervisor

The Health and Safety Representative shall report to an employee's supervisor, provided the Supervisor is in the department, before contacting such employee in pursuance of his duties.

(f) Hours on Company Time

It is understood that the Health and Safety Representative shall be entitled to be on Company time only for the same number of hours as the employees on the shift to which he is assigned are normally scheduled to work.

For the purpose of coming in on overtime or during periods of temporary layoffs as defined by Article VIII, Section 17, the Health and Safety Representative will be considered as a Unit Committeeman, and his entitlement to be on Company time during such periods will be determined in accordance with the provisions of Section 9, Subsection (b) as the case may be, of this Article.

Section 7.. Provisions Applicable to Both Full and Part Time Representatives

(a) **Functions of Committeemen**

The Function of the Committeeman is to handle grievances in the First Step, to represent employees at hearings in disciplinary cases when called upon to do so, and to pass on necessary information with respect to grievances appealed.

(b) **Functions of Bargaining Committee**

The function of the Bargaining Committee is to review and negotiate grievances in the Second Step, to prepare grievances not settled at this point for further review in the Grievance Procedure, and to negotiate with Management on negotiable problems. A Bargaining Committeeman may also handle First Step Grievances and represent employees at hearings in disciplinary cases when called upon to do so.

(c) **Notice to Company**

The Chairman of the Bargaining Committee shall promptly advise the Company in writing of the names, positions and assignments of the representatives and of any changes therein. No representatives shall function as such until the Company has been so advised.

(d) **Duty to Remain in Plant Area; Reporting to Supervisor**

All Committeemen except the Chairman of the Bargaining Committee shall remain in the plant, and except when their duty requires them elsewhere, in their respective areas, while on Company time and shall ring in and out in the same manner as other employees are required to do.

A Committeeman shall report to an employee's supervisor provided the supervisor is in the department, before contacting such employee in pursuance of his duties.

(e) **Chairman's Privilege to Leave Plant**

The Company recognizes the privilege of the Chairman of Bargaining Committee to leave the plant in the course of the performance of his functions as such, but he shall notify the designated Company representative if he is available when leaving and returning to the plant during working hours.

He shall ring his clock cards in and out with at least eight (8) hours between rings, or get an approval of failure to ring from such representative of the Company. In the absence of evidence that the Chairman is abusing this privilege, the approval referred to above shall be given.

(f) Eligibility to Serve as Representative

Any representative provided for in the foregoing Sections shall be an employee of the Company selected from among the employees he represents, and to be eligible to hold such position, shall have been in the regular employ of the Company, or on approved leave of absence, for at least one year immediately preceding his designation to such position unless an employee of at least one year's service is not available, provided, however, that having 100 or more skilled trades (Appendix F) employees and two or more full-time representatives, including the Chairman, pursuant to this Article, a part-time representative shall be selected from among those skilled trades (Appendix F) employees working in the Unit.

Section 8. Provisions Applicable to Part-Time Representatives

The following provisions are applicable to representatives who are on a part time basis:

(a) Privilege of Leaving Work

Company accords to representatives the privilege of leaving their work for the time necessary to promptly perform their duties as outlined in this Agreement without loss of time, on the understanding that this privilege will not be abused and representatives will continue to work at assigned jobs at all times not required for the performance of such duties.

A representative shall report to his supervisor when it becomes necessary to leave his job, and will report to an employee's supervisor provided the supervisor is in the department, before contacting such employee in pursuance of his duties.

A representative for skilled trades (Appendix F) employees shall have the privilege of leaving his work to perform duties outlined in this Article during the last four (4) hours of his scheduled shift. The four (4) hours are not to be exceeded on any scheduled working day regardless of the shift on which such duties are performed. The Chairman and/or other Committeeman shall perform such duties regarding skilled trades employees, if required, during any period of time other than the above four (4) hours and in the absence of the representative for skilled trades (Appendix F) employees.

(b) Retention During Layoffs

A representative shall be permitted to work during layoffs so long as one of his constituents is at work and there is work available which he can perform, and so long as he does not lose his status as a representative through readjustment of the representation structure as provided in Section 5 of this Article, without regard to seniority provisions of this Agreement.

(c) Overtime Work

A representative shall be entitled to work overtime, if he so requests, whenever one or more of his constituents on his shift is called upon for overtime work, and there is work available which he can perform.

His privilege to leave his job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, in behalf of constituents working during such hours.

The representative shall be notified, if he is in the Unit, of the overtime work at the same time as are his constituents who are to work.

Section 9. Provisions Applicable to Full Time Representatives

The following provisions are applicable to representatives who are on a full time basis:

(a) **Assignment of Sufficient Areas**

Where shifts in employment not affecting the overall employment level of the Unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the Chairman of the Bargaining Committee to see that representatives are assigned areas in such manner as to justify their devoting full-time to their functions.

(b) **Hours on Company Time**

It is understood that all representatives shall be entitled to be on Company time only for the same number of hours as the employees in the Unit are normally scheduled to work.

When all of the employees on a shift in the Unit work overtime, all of the representatives regularly on that shift in the Unit may come in overtime to represent them.

When part of the employees on a shift in the Unit work overtime, the number of representatives on that shift in the Unit who may come in overtime to represent them shall be proportionate to the number of employees on that shift in the Unit who are called in to work such overtime, subject to the provisions of Subsection (e) of this Section. The proportion shall be based on the ratio of employees called in from overtime on that shift to employees working on that shift during that workweek.

The Chairman or a member of the Unit Committee shall be notified when there is to be overtime worked outside the normal workweek. No such notification of overtime is required when there is Union representation available on the shift when the overtime is being worked during the workweek.

(c) **Temporary Layoffs-Unit Committeeman**

During layoffs as defined in Article VIII, Section 17 of this Agreement, the number of Unit Committeemen entitled to be on Company time as such, in any Unit, will be proportionate to the number of employees working in that Unit during such layoff, subject to the provisions of Subsection (e) of this Section. The proportion shall be based on the ratio of employees working in the Unit during the layoff to the total number working in the Unit at the time the layoff commenced.

A Unit Committeeman not designated to come in as a full-time representative under the terms of this Subsection shall be permitted to come in to work during such time except for the purpose of attending the regularly scheduled Unit Grievance Meetings provided for in Article VII, Section 3(c) of this Agreement.

(d) **Temporary Layoffs and Overtime Chairman who is sole Full-time Representative**

In a Unit where the Chairman of the Unit Committee is on a full-time basis, but the

remaining Committeemen are on a part-time basis, the Chairman shall be entitled to come in during overtime hours, subject to the provisions of Subsection (e) of this Section.

(e) **Temporary Layoffs and Overtime, Less Than 100 Constituents at Work**

Whenever, under Subsection (b), or (c) of this Section, one representative only is entitled to come in as such, such representative shall be entitled to devote his full time to his duties as such if more than 100 of his constituents are at work. When 100 or less of his constituents are at work, he shall be permitted to come in so long as one of his constituents is at work and there is work available which he can perform, but at such times he shall be governed by the provisions applicable to representatives on a part-time basis, as set forth in Section 8 of this Article.

Section 10. Compensation for Full Time Representatives

(a) **General**

A full-time representative shall continue to be paid at the rate he was receiving at the time of assuming his duties except that his rate shall be adjusted in accordance with any adjustments made in the rate for the classification he then held. He shall be deemed to be an active employee of the Company for the purpose of applying the vacation plan. Notwithstanding the above, a full-time representative with one (1) or more years of continuous elected service as a full-time representative shall be entitled to receive consideration for promotion to a higher paying job under the provisions of Article IV, Section 2(a) of this Agreement. A full-time representative who is promoted to a higher paying job under the provisions of the Subsection will not be considered for another promotion during the remaining period of the Agreement then in effect.

Section 11. Alternate Committeemen

When a regular Committeeman is absent from the plant on his own time during periods when he is entitled to act as such, the Company will recognize an alternate Committeeman designated by the Chairman of the Bargaining Committee.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Introduction

When an employee, or the Union collectively, has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided.

The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the Grievance Procedure and to keep the procedure free of unmeritorious grievances.

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section 2 of this Article, the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of the interests of each employee or group of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company any claim, proceeding or action asserting a violation of this Agreement.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 2. First Step Grievances

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussions.

An employee believing he has cause for grievance may, at his option, discuss the matter directly with his Supervisor or he may take it up with his Committeeman and Supervisor.

Initial oral discussion with the Supervisor shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for taking the grievance to a second oral discussion step.

In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the grievance, the Committeeman shall complete a "Record of Oral Discussion" form which must include the time, date, and nature of the complaint, and must be signed by the employee(s) having the complaint. The Supervisor will verify there on that oral discussion has been held.

In the event additional discussion is needed, the Committeeman may meet with the Superintendent and/or another representative designated by plant management to discuss the grievance within two days after the initial oral discussion.

This additional meeting shall constitute part of the initial oral discussion of the First Step Grievance procedure.

A settlement in either of the oral discussion steps shall be informal and limited to the particular grievance adjusted. Written dispositions shall not be requested by either party. However, the Committeeman will be provided a record of a back pay award when such has been granted to settle the employee's grievance.

Section 3. Second Step Grievances

Second Step Grievances shall be processed in accordance with the following provisions:

If the matter is not disposed of in the oral discussion steps, and it has been appealed to the **Second Step** by the Bargaining Committee, it shall be reduced to writing on the form known as **Employee Grievance, Second Step**; of incorporated in this form shall be a "statement" setting forth all the facts relied on and specifying, when possible, the Section or Sections of the Agreement claimed to have been violated.

The Bargaining Committee shall within one week following the receipt of the "Record of Oral Discussion" form present the grievance in writing to the designated Company representative for consideration at the Grievance Meeting. The grievance will be presented in triplicate.

A Grievance Meeting shall be held each week unless a longer interval is agreed upon. It shall be attended by not more than four members of the Bargaining Committee representing the Union and by not more than four Company representatives.

Unless it has previously been withdrawn or satisfactorily adjusted, the grievance shall be considered at the next Grievance Meeting which starts at least one week after the timely written presentation of the grievance for consideration.

The Bargaining Committee shall have power to withdraw a Second Step Grievance, and the designated Company representative shall have the power to adjust a Second Step Grievance.

The Company shall give its decision in writing to the Bargaining Unit Chairman on all grievances considered at the Grievance Meeting not later than one week after the last session of the Meeting.

Section 4. Third Step Grievances

If a satisfactory disposition of the grievance is not made in the Second Step, the Chairman of the Bargaining Committee may, if he considers the grievance to be well founded, carry it to the Third Step. Third Step Grievances shall be processed in accordance with the following provisions:

The Chairman shall within one week of the written disposition in the Second Step give written notice to the designated Company representatives in triplicate that the grievance is appealed to the Third Step. The grievance must specify as provided in Article X, Section 9, whether a claim of discrimination is included in the grievance.

It is the purpose and intent of this Subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts, in the voluntary stages of the Grievance Procedure.

The Bargaining Chairman or his designated representative, before deciding whether to take a grievance which includes a claim of discrimination under Article X, Section 9, to the Third Step, may refer the grievance to the Chairman of the Fair Employment Practices Committee of the Union for a factual investigation and report. Such report must be completed and the grievance returned not later than one week following referral, provided that such period may be extended by mutual agreement. Upon return, the grievance will be taken up at the next scheduled Third Step Meeting.

The Third Step meeting shall be composed of the Director-Employee Relations or his designated representative, and the Chairman of the Bargaining Unit.

A Third Step meeting will be held at the earliest time mutually agreed upon by both parties.

After the Grievance has been discussed at the Third Step, the Company shall within one week provide a written copy of its decision to the International Representative.

The Union representative shall have power to withdraw a Third Step Grievance, and the designated Company representative shall have the power to adjust a Third Step Grievance.

The Regional Director or his designated representative shall have the power to settle or withdraw on behalf of the Union any case or cases appealed to his level of the procedure, either before or after the Third Step disposition by the Company is received, that in his judgement does not merit appeal to the next step.

The part-time skilled trades representative may attend any Third Step meeting involving a skilled trades grievance. Whenever the Union requests the presence of such a third representative at the Third Step meeting, Management may also select a third representative to participate in such meeting.

The Bargaining Chairman or his designated representative, before deciding whether to take a grievance involving a skilled trades dispute under the Skilled Trades Work Assignment Guidelines to Arbitration, may refer the grievance to the International Union Skilled Trades Representative for a factual investigation and report. The International Union Skilled Trades Representatives investigation shall be governed under Section 20 of this Article.

Section 5. Disciplinary Cases

When an employee is given a disciplinary discharge or layoff, or a reprimand and warning, which is affixed to his personnel record, his Committeeman will be promptly notified in writing of the action taken. When disciplinary action is taken against an employee who is absent, the Bargaining Committee will be notified.

When an employee signifies he does not want his Committeeman present at a disciplinary hearing, he shall sign a waiver to that effect.

Such disciplinary action will be deemed final and automatically closed unless a written grievance is filed within (3) working days from the time of presentation of written notice referenced above in this Section. For the purpose of this Section, the phrase "working days" shall not include regularly scheduled days of rest for employees on necessary continuous 7-day operations.

Where such disciplinary action is taken following a hearing at which the employee's Committeeman has been present, or is taken by a Company representative other than his Supervisor, any grievance protesting such action shall be initiated by the Second Step of the Grievance Procedure, subject to the three-day time limit and the requirement that he sign the grievance, except that this latter requirement shall not be applicable where disciplinary action is taken against an employee in his absence.

A grievance expressly subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan shall be initiated at the Second Step.

Section 6. General Grievances.

General grievances affecting the employees in the Unit as a whole may be initiated by the Bargaining Committee directly at the Second Step.

Section 7. Postponement of Action on Grievances

At any Grievance Meeting a grievance may be reserved by mutual consent for further investigation and consideration at a subsequent meeting, in which event the applicable time limits shall be measured from the close of such subsequent meeting.

Section 8. Fourth-Step Appeal to Arbitrator

If a satisfactory disposition is not made of a grievance at the Third Step, and if the grievance is the type of the case upon which the Arbitrator is empowered to rule, the case may be appealed by the International Union to the impartial Arbitrator hereinafter provided for, in accordance with the following provisions:

Notice of appeal shall be given within four weeks from the date of the decision at the Third Step.

Such notice shall be given by the International Union to the Company.

Section 9. Special Submissions to Arbitrator

- (a) Any issue involving the interpretation and/or the application of any term of this Agreement or supplement thereto may be initiated by either party directly with the other party.

Upon failure to the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may be appealed directly to the Federal Mediation and Conciliation Service for a panel of Arbitrators from which the parties will select an Arbitrator if it is an issue upon which he is empowered to rule.

- (b) Appeal Procedure

In cases appealed under Subsection (a) of this Section, a written notice setting forth the specific issue shall be filed with the Arbitrator by the appealing party, and a copy shall be simultaneously given to the other party.

When the International Union is the appealing party, it shall file such notice, and a copy will be given to the Company. When the Company is the appealing party, it will file such notice, and a copy shall be given to the International Union.

Thereafter, the procedure set forth in Section 11 and following of this Article shall be followed.

Section 10. Withdrawal or Settlement after Appeal.

The International Union is authorized to withdraw or settle with the Company any grievance appealed by the Union to the Arbitrator at any time before it is heard by the Arbitrator.

After a case upon which the Arbitrator is empowered to rule has been heard by him, it may not be withdrawn by either party without the consent of the other.

Section 11. Briefs and Stipulations.

(a) Briefs in Arbitrator Cases

In special submissions, either party may file a brief with the Arbitrator at the time of the hearing or at any time prior thereto. A reply brief may be filed by the parties as agreed upon at the hearing.

In all other cases, either party may file a brief with the Arbitrator, at the time of the hearing and may also file a reply brief as agreed upon by the parties at the hearing.

When a brief is filed with the Arbitrator, he will exchange the briefs for the parties.

(b) Stipulation of Facts and Issues

Upon issuance of the agenda by the Arbitrator, the parties may agree upon written concerning facts and issues in the cases scheduled for hearing. Agreed-upon stipulations shall be submitted to the Arbitrator and shall be final and binding upon the parties and the Arbitrator in the proceedings in the instant case. The Arbitrator will not permit the introduction of testimony or evidence on matters which have been stipulated.

Section 12. Arbitrator Proceedings

(a) Hearing Schedules

The parties, in conjunction with the Arbitrator, shall establish the date for an Arbitrator hearing.

(b) Hearing by Arbitrator

The Arbitrator will hold hearings open to the parties and may examine the witnesses of each party and each party shall have the right to cross examine all witnesses produced and to make a record of all such proceedings.

Section 13. Time Limits for Arbitration Decisions

It shall be the obligation of the Arbitrator to the Company and the Union to rule on cases heard by him within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases. If, for the good and proper reasons additional time is required, the Arbitrator may request an extension of time limits set forth above by the parties and a reasonable extension thereof shall be granted.

Section 14. Powers of Arbitrator

(a) Scope of Powers

It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due consideration to make a decision in cases of alleged violations of terms of this Agreement or agreements supplementary thereto, of grievances expressly

subject to the Grievance Procedure under Article VI, Section 6 of the Retirement Plan, of alleged improper classification of employees, of alleged violations of negotiated rates, whether or not the Company has violated its express commitments set forth in Article IV, Section 8, and upon the scope of his powers.

(b) **Limitations on Powers**

The powers of the Arbitrator are limited as follows:

(1) **Change in Agreements**

He shall have no power to add to, or subtract from, or modify any of the terms of any agreement.

(2) **Wage Rates**

He shall have no power to establish wage scales, rates on new job or, except as he is herein specifically empowered, to change any wage.

(3) **Matters within Company Discretion**

He shall have no power to substitute his discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary agreement, except that where he finds a disciplinary layoff or discharge is in violation of the standards set up in this Agreement, he may make appropriate modifications of the penalty.

(4) **Negotiable Matters**

He shall not have the power to provide agreement for the parties in those cases where they have in their contract agreed that further negotiations shall or may provide for certain contingencies to cover certain subjects.

(5) **Health and Safety**

He shall have no power to rule on cases arising under Article X, Section 4 of this Agreement.

(6) **Production Standards; Management Responsibility**

He shall have no power to rule on any dispute arising under Article IV, Section 4(a) of this Agreement, or to decide any question which, under this Agreement, it is within the responsibility of Management to decide.

In rendering decisions, the Arbitrator shall have due regard to the representatives of Management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement.

(7) **Job Security and Outside Contracting**

He shall have no authority in cases of violations of the Company's express commit-

ments set forth in Article IV, Section 8, except as he is herein specifically empowered.

Section 15. Disposition of Cases Beyond Powers of Arbitrator

In the event that a case is appealed to the Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Section 16. Government Approval of Awards Where Required.

If any award of the Arbitrator requires the approval of any governmental agency, the said award will be subject to such approval.

Section 17. Finality of Arbitrator Awards: Exclusiveness of Remedy

There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

Neither the Union nor its members will attempt to bring about the settlement of any claim or issue on which the Arbitrator is empowered to rule by any other means.

Section 18. Arbitrator Fee and Expenses

The fees and expenses of the Arbitrator will be paid by the loser as determined by the Arbitrator.

The expenses of any witnesses called by the Arbitrator shall be allocated to the parties by the Arbitrator, in his discretion. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

Section 19. Selection and Tenure of Arbitrators.

Representatives of the Company and representatives of the Union will meet to select an Arbitrator who shall act as the parties' impartial Arbitrator only so long as he continues to be acceptable to both parties. In the event the parties are unable to agree on an Arbitrator, either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names of National Academy members to the parties, if the parties cannot agree on an arbitrator from the panel, the Company and Union representatives will alternately strike three (3) and the seventh (7th) shall become the Arbitrator and his name will be sent to the Federal Mediation and Conciliation Service. The party to strike first shall be determined by the flip of a coin.

Section 20. International Representatives-Permission to Enter Plants

To facilitate the operations of the Grievance Procedure, representatives of the International Union may enter the Company's plants to investigate grievances in the Third and Fourth Steps and grievances arising Under Section 21 of this Article, when their presence is necessary and appropriate, provided they have secured prior permission of the Company.

When requesting such permission, the Union representative shall designate the grievances he intends to investigate.

The Company representative will grant permission for the Union representative to visit the plant after a mutually agreeable date and time has been set.

Section 21. Special Procedures-Production Standard, Job Security and Outside Contracting, Health and Safety and New Job Rate Grievances.

Disputes arising between the parties with respect to Article IV, Section 4(a) (Production Standards) and Article X, Section 4 (Health and Safety) of this Agreement, and with respect to rates on new jobs and cases of violations of the Company's express commitments set forth in Article IV, Section 8 (Job Security and Outside Contracting), on which the Arbitrator is not empowered to rule, shall be handled in the following manner:

(a) **Production Standards, Job Security and Outside Contracting.***

(1) **First Step**

A dispute involving a production standard shall be discussed directly with the Supervisor. Recognizing the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every reasonable effort shall be made to settle problems at this point through discussion.

If the matter is not disposed of in this discussion, with the Supervisor, the grievance shall be reduced to writing and appealed to the Labor Relations Office within two (2) working days following such discussion. The Labor Relations Office disposition shall be in writing no more than (3) working days from the time of written presentation.

In the event the Bargaining Committee is dissatisfied with the disposition of the Labor Relations Office, the grievance may be appealed in writing to the Employee Relations Office. Such appeal shall be made within three (3) working days of receipt of the Labor Relations Office Disposition.

*Grievances protesting violations of Article IV, Section 8, may be filed directly in the Second Step of this procedure.

(2) **Second Step**

Within three (3) working days of receipt of the appeal, a meeting between the parties shall be held. Such meeting shall be attended by a committee of no more than five (5) representatives of the Union, which may include International Representatives, and by a committee of no more than five (5) representatives of the Company. This committee shall negotiate on the dispute. However, before a dispute is appealed beyond this step to the International Union, an International Representative will participate in the negotiations.

At this level of the procedure, and all subsequent levels of this procedure, with respect to a dispute involving a production standard, a representative designated as qualified by the Union shall have the right to examine all the data pertaining to the dispute, and to observe and study the job or jobs in question.

If the dispute is not settled within five (5) working days after the date of the first meeting, the grievances may be appealed by the Union to the International Union as provided in Subsection (d) of this Section.

(b) Health and Safety

(1) Complaint Procedure

When a Health and Safety Representative has been appointed in accordance with Article VI, Section 6 the following shall apply:

- (i) An employee believing he has cause for complaint that the Company has not made reasonable provision for his health or safety may, at his option, discuss the matter directly with his Supervisor or may take it up with the Committeeman, who shall discuss the complaint with the employee's Supervisor. Every reasonable effort shall be made to settle complaints promptly at this point through discussion.
- (ii) If the complaint is not resolved, the Committeeman shall complete a "Health and Safety Complaint Form" which will include a statement of all the facts relied on, and submit the form in triplicate to the Health and Safety Representative who will investigate the complaint. If the complaint is deemed to be valid, the Health and Safety Representative will meet with the appropriate member of supervision to resolve the complaint.
- (iii) In the event the complaint remains unsettled, the Health and Safety Representative shall meet with the designated Company Safety Representative to discuss the matter. The Health and Safety Representative will present the "Health and Safety Complaint Form" in duplicate to the Company Safety Representative who will sign and date the form upon receipt.
- (iv) The Company Safety Representative shall within three working days after receipt of the form (unless an extension is mutually agreed upon) provide a written disposition setting forth all the facts relied upon, and return one copy to the Health and Safety Representative.
- (v) If the written disposition is not satisfactory, the Health and Safety Representative may, within three working days of the written disposition, or the expiration of any stated time period required to make necessary adjustments to resolve the complaint, process a written grievance into the First Step as provided in Subsection (b) (2) of this Section.
- (vi) General complaints affecting the employees as a whole may be initiated by the Health and Safety Representative directly with the Company Safety Representative by submitting a completed "Health and Safety Complaint Form."

(2) First Step

When a grievance on health and safety occurs, the Bargaining Committee will reduce the grievance to writing and appeal it to the Labor Relations Office. If not settled, the grievance may be referred in writing to the Employee Relations Office.

(3) Second Step

The parties will review the matter and attempt to resolve the dispute on the plant level. The Regional Director or his designated representative may participate in such meeting.

If a satisfactory disposition of the grievance is not reached, the dispute may be appealed by the International Union under the provisions of Subsection (d) of this Section.

(c) Rates on New Jobs

(1) Temporary Rate; Notice to Union

When a new job has been placed in effect which cannot properly be placed in the existing classification and rate structure, the Company, within thirty days, shall set up a temporary classification and rate covering the job, and notify the Union thereof in writing immediately.

(2) Negotiations

Negotiations on the rate for the new job shall begin and if a satisfactory settlement is not made, the dispute may be appealed by the International Union under the provisions of Subsection (d) of this Section.

(3) Approval and Effective Date of Negotiated Rate

All new rates and classifications must be approved by the Company and the Union.

The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed.

(d) Grievances Referred to the International Union

(1) Investigation and Meeting

Upon receipt of appeal from the Union, the International Union shall, in an effort to attempt to settle the dispute, send an International Representative to the plant to investigate the grievance.

If after completing his investigation, the International Representative so requests, a meeting with representatives of the Company shall be held.

Prior to sending an International Representative to make such an investigation, the International Union shall notify the Company.

(2) Appeal to the Company

If a satisfactory disposition of the dispute is not reached as provided above, it may be appealed by written notice from the International Union to the Company.

A joint committee composed of three (3) representatives of the Union designated by the International Union, and three (3) representatives of the Company designated by the Company, will attempt to settle the issue.

This Committee shall have five (5) working days from the date of receipt of such written notice of appeal to attempt to settle the dispute by direct negotiations or by any other mutually satisfactory manner.

Any notice given under this Subsection shall be cancelled automatically sixty (60) working days from the date of such notice, unless this period is extended by mutual agreement or the notice is previously withdrawn by the Union.

(e) Right to Strike

Failing to reach agreement as herein provided, the Union shall have the right to strike over such dispute; provided such strike is properly authorized in accordance with the provisions of the International Unions Constitution and By-laws

No strike shall commence subsequent to sixty (60) working days from the date of the notice given under Subsection (d) (2) of this section, or any mutually agreed to extension of such period.

(f) Confinement of Issues

It is expressly understood and agreed that no grievance, complaint, issue, or matter other than the strikeable issue involved will be discussed or negotiated in connection with disputes to which this Section is applicable, and the Union shall not request or insist upon the discussion of negotiation of any extraneous issues either before the authorization of a strike or after the occurrence of a strike.

Section 22. Back Pay**(a) Limitations of Retroactivity**

The Company shall not be required to pay back wages more than two working days beyond the verified date of the initial request for oral discussion as shown on the form "Record of Oral Discussion" provided, however, that:

- (1) In the case of pay shortage; of which the employee could not have been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the verified date of the initial request for oral discussion is within five (5) working days after the receipt of such pay.
- (2) In the case of a grievance protesting disciplinary action filed in accordance with the time limits specified in Section 5 of this Article, the two working day limitation on Company liability referred to above shall not be applicable.

No decision of the Arbitrator or of the Company in any one case shall require a retroactive wage adjustment in any other case.

For the purpose of this Section the phrase "working days" shall not include regular scheduled days of rest for employees on necessary continuous 7-day operations.

(b) Time for Payment

Errors resulting in pay shortages shall be corrected within five working days from the filing of the grievance.

Back pay awards shall be paid within thirty days of such award except where the work involved makes it impractical.

(c) Computation

All claims for back wages shall be limited to the amount of wages that the employees otherwise would have earned less any unemployment compensation or compensation for personal services that he may have received from any source during the period of the back pay; provided, that if the employee is required to return amounts received as unemployment compensation benefits to the state, such amounts shall not be deducted from the back pay, and suitable arrangements will be worked out for the restoration to the state of the money due it; and provided, further, that no award of back pay shall be reduced by reason of the employee's earnings in other employment which he had had during his previous employment by the Company, to the extent that he does not increase the hours devoted to such other employment, or by reason of his receipt of income from his investment in any business or agricultural enterprise in which he had had an interest during his employment by the Company.

Section 23. Extension of and Failure to Meet Time Limits

The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties. Any grievance upon which a disposition is not made by the Company within the time limits prescribed in this Article or such extension as may have been agreed to may be referred to the next step in the Grievance Procedure.

Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

The term "week" as used in this Article means a calendar week.

Section 24. Notice to Other Party of Grievance Representatives

Each party shall promptly notify the other in writing of the representatives it has designated pursuant to this Article, and of any changes therein.

ARTICLE VIII

SENIORITY AND RELATED MATTERS

Section 1. Seniority Date

(a) General

Seniority shall be computed from the date of hiring into or transfer into a plant.

Section 2. Acquiring Seniority; Probationary Employees

(a) Acquiring Seniority

New employees and rehired employees shall be regarded as probationary employees and shall establish seniority after the 120 days of continuous employment with the Company, and if retained thereafter shall be placed upon the seniority list in the seniority group with seniority as of the date of hiring.

In order to become a seniority employee, a probationary employee must have been employed for a total of 120 days within the year following the date he was hired or last rehired, whichever is the later. For the purposes of this Section, periods during which the employee was laid off, or in leave of absence for any reason, or employed on an excluded classification, shall not be considered as periods of employment.

Following completion of his probationary period, the employee shall be given seniority as of the date he was hired or last rehired, whichever is the latter, as set forth in the first paragraph of this Subsection.

For crediting periods of Military Service, see Article VIII, Section 27(b) of this Agreement.

(b) Rights to Transfer and Discharge Probationary Employees

The Company may discharge or transfer employees at any time during the probationary period. However, any claim by a probationary employee that his layoff or discharge after thirty days of employment is not for cause, or any claim of discrimination in connection with his transfer or discharge may be taken up as a grievance.

(c) Probationary Employees - Layoff and Recall

When possible, the Company shall adhere to a policy of laying off and rehiring probationary employees, within an occupational group, or within the Labor Pool, in accordance with their date of hire, provided that the Company shall retain the sole discretion as to the laying off, transferring and rehiring of probationary employees, except in cases of claimed discrimination.

When a probationary employee is laid off, his employment shall be terminated unless it is anticipated that the layoff will be temporary. If the employee is recalled within a period not

exceeding the period he was employed continuously by the Company immediately preceding the date of layoff, the Company shall reinstate rather than rehire him.

(d) **Probationary Employees - Medical Leave**

If a probationary employee is absent on medical leave for a period not exceeding the period he was employed continuously by the Company immediately preceding the date such absence commenced, he will be reinstated and returned to work if there is work available which he can perform.

If his period of absence exceeds his preceding period of employment, the Company shall be under no obligation to reinstate him.

(e) **Rights of Probationary Employees**

With respect to matters where provision otherwise has not been made, probationary employees are covered by the terms of this Agreement and shall have access to the Grievance Procedure for the enforcement of their rights thereunder.

Section 3. Loss of Seniority

Seniority shall be broken for the following reasons:*

1. **(Quit)**

If the Employee quits.

2. **(Discharge)**

If the employee is discharged and the discharge is not reversed through Grievance procedure.

3. **(Absent from Work)**

If a seniority employee with less than one year seniority is absent for three (3) working days without properly notifying the Company and giving a satisfactory reason for his absence, unless it is not possible for him to do so.

4. **(Failure to Report)**

If the employee does not, within five (5) working days (excluding Saturdays, Sundays, and Holidays) after notice to report has been sent to him either report for work or give a satisfactory reason for his absence, unless it is not possible for him to comply with either of these requirements; and provided at least ten (10) working days have elapsed since his last day worked. The Union will be provided a copy of Five-Day Notice when mailed to any employee. Only one Five-Day Notice will be mailed in each period for continuous absence.

* For expiration of sick leave, see Article VIII, Section 24 of this Agreement.

* For retirement, see Retirement Agreement, Section 4

* For acceptance of Separation Payment, see SUB Plan, Article IV, Section 3.

Such notice will not be sent where a medical leave has been issued to cover an employee's disability for a specific extended period of time based upon a medical examination by the Company Physician or when an employee on conditional medical leave provides medical evidence found acceptable by the Company Physician.

Medical leaves will not be cancelled except in unusual situations such as suspected abuse of the medical leave provisions.

In cases where conditional or approved medical leaves of absence have expired, the Company may send a notice to report. The Group Weekly Indemnity Disability Notice and/or the Attending Physician's Report will constitute notification contingent upon the medical evidence being found acceptable by the Company physician.

Such notice shall be sent by registered mail to the employee's last known address according to the Company's records, and except in cases of recall, the notice shall be substantially in the form set forth in Appendix B *, attached. The date on the notice shall be the same date the Post Office receives the notice for mailing. The Union will be provided a copy of the Five-Day notice when mailed to any employee. Only one Five-Day notice will be mailed in each period of continuous absence.

Disputes as to the Company's failure to observe the procedural requirements of this provision, (e.g., timelines of notice and transmittal to proper address) and the reasonableness of the employee's failure to respond to a notice where his period of absence can be justified are subject to the regular Grievance Procedure.

5. (Disability Settlement)

If a settlement with the employee has been made with the approval of the Union for total disability.

6. (Overstaying Leave)

If an employee overstays a leave of absence by more than five (5) working days.

7. (Continuous Unemployment)

For employees hired subsequent to June 20, 1941, who are continuously unemployed by the Company for a period of time equal to their Company seniority but in no case less than eighteen (18) months.

For employees on the active employment roll on or after November 26, 1979, the period of time shall be not less than the following: for employees with less than one year seniority, eighteen (18) months; for employees with one year but less than two years seniority, twenty-four (24) months; and for employees with two or more years seniority, not less than thirty-six (36) months.

*Reproduced in full on page 94.

Section 4. Seniority Lists

The Company shall continue to furnish a sufficient number of plant-wide and occupational group seniority lists, in seniority order to the Union.

Any challenge as to the sequences of the seniority list shall be protested on a form mutually agreed upon by the Company and the Union.

Complete seniority lists shall be furnished by the Company to the Union every thirty (30) days.

Section 5. Seniority-Operation within Occupational Groups

Seniority shall be by interchangeable occupational groups as hereinafter defined and agreed upon; such lists of occupations are referred to hereinafter as Appendix C (Grouping Agreement).

Section 6. Seniority- Operation Within Seniority Units

(a) Other than Skilled Groups

Occupational group seniority shall be plant-wide, provided that by mutual agreement designated occupations and/or occupational groups may have seniority on a plant-wide basis.

(b) Skilled Groups

Seniority in the skilled groups (tool and die maker, power house, construction and maintenance) shall be by interchangeable occupational groups on a plant wide basis.

Section 7. Procedure for Operating Occupational Group Seniority, Layoff and Recall-Deviations from Seniority

It is agreed that the procedure provided in Section 8 through 11 of this Article shall be used in setting up the occupational groups.

The right of the Company to layoff and recall employees is limited by Sections of this Agreement, hereafter provided, covering that subject.

Notwithstanding those provisions, it is recognized that upon certain occasions it is necessary in order to facilitate tooling, plant arrangement, starting of production or other unusual situations, for the Company to retain or to call into work the most capable and efficient employees, out of line of seniority.

When such occasions arise the Union Committeeman will be advised in advance of the number and classifications of such employees.

The Company agrees that all permanent layoffs will be determined strictly by seniority. However, in cases where strict seniority layoffs create an operational hardship on the plant, the Company and Union agree to develop a transition plan to address the particular hardship.

The decision hereby vested in the Company shall not be abused. Complaints that the Company has abused its discretion in this respect may be taken up through the Grievance Procedure provided in this Agreement.

Section 8. Occupational Grouping - General

Each occupational group shall consist of classifications of similar work and may include classi-

fications requiring varying degrees of skill, training, and experience shall be set up as hereinafter provided.

Section 9. Occupational Groupings – “Designated” Jobs

(a) Jobs Covered

The so-called “skilled” jobs in each occupational group shall be designated and the remaining job classifications in the group shall be undesignated.

(b) Classification Seniority

In the designated jobs, employees, in the first instance, shall have seniority by job classification.

(c) Bracketing

If there are two or more designated job classifications in the same group that are interchangeable, they shall be bracketed together and the employee with the least seniority in the group of interchangeable designated jobs shall be laid off first.

An employee in one designated job classification may not exercise his seniority against any other designated job classification in the occupational group, except as is provided for in this Subsection.

(d) Bumping into Undesignated Classification

An employee in a designated job, if he is subject to a layoff, after having exhausted his classification seniority, shall then exercise his seniority against the employee with the least seniority in the group of undesignated classifications in the occupational group.

(e) Returning to Designated Job - Demoted Employee

It is agreed that, in the event of a cut in production, necessitating a reduction in force the Company, upon an increase in production schedule, shall have the right to recall employees demoted from a designated job, rather than promote an employee with greater seniority.

(f) Return to Designated Jobs – Laid off Employee

An employee in a designated job classification in a group while laid off shall not be recalled to his former job in a designated classification while there is a seniority employee in an undesignated job classification in the occupational group who can qualify for the designated job classification, under the provisions of Section 2, Article IV, of this Agreement.

Section 10. Occupational Groupings – “Undesignated” Jobs.

(a) Bumping in Undesignated Classifications

An employee in the undesignated job classifications in the group after having exhausted his classification seniority shall, in the first instance, in the event of a layoff, exercise his

seniority against the employee with the least seniority in the group of undesignated job classifications in the occupational group.

(b) **No Bumping into Designated Classifications**

Employees in undesignated job classifications in an occupational group shall not have the right to exercise their seniority against any employee in a designated job classification within the occupational group.

Section 11. Direct Referral of Disputes to Arbitrator

(a) **Grouping of Jobs**

Upon failure of the Company and the Union to agree as to the proper grouping of operations, the dispute may be referred directly to the Arbitrator.

(b) **Interpretation of Occupational Group Clauses**

It is further agreed that, in the event of a dispute as to the interpretation of any of the provisions of the "occupational group" clauses of this Agreement, either party shall have the right to refer the dispute forthwith to the impartial Arbitrator.

Section 12. Reduction in Force

(a) **Occupational Group Basis**

All reductions in force shall be by occupational groups as provided for in Section 5 through 11 of this Article.

(b) **Deviations from Seniority**

The order of layoff and recall shall be governed by first, seniority of employment, and second, ability. The Company shall consult with the Union before deviating from strict seniority except where prior consultation is rendered impracticable because of sudden interruption of resumption of work. Should there be any dispute involving the application of this clause, it shall be subject to determination through the Grievance Procedure.

(c) **Deviation from Normal Operation of Occupational Group or Unit Seniority**

(1) **Imbalance Among Groups in a Unit**

Recognizing that the normal operation of occupational group seniority may result in the layoff of relatively high seniority employees from one group, and the retention of relatively low seniority employees in another group with the result that a substantial and persistent imbalance in seniority between those working and those laid off may exist, the parties are free to agree in writing to adopt procedures, to the extent and for the time necessary to meet the particular situation, to provide employment opportunities for higher seniority employees who may be laid off and who are qualified to perform the jobs of junior employees who are working.

(2) In connection with deviations provided for in Subsection (1) above, the parties recognize and agree that efficiency and quality in plant operations must not be jeopardized and that so-called leveling of seniority is not a realistic or a practical objective.

Section 13. Preparation of Layoff Lists

In the event of a reduction in force other than a temporary layoff, the Company shall, in preparing the list of employees to be affected by the layoff, have prior consultation with the appropriate Union representative where time permits.

After such consultation and the list of employees to be laid off has been agreed upon, the Union shall not contest the accuracy of the list through the Grievance Procedure unless the Company does not within three (3) days make such corrections as might later be suggested by the Union.

In the event of a dispute as to the proper method of conducting the layoff, the Company's method shall be followed and the Union may have recourse to the Grievance Procedure.

Section 14. Recall

For the purpose of recall, the procedure as stated in the above Sections will be followed in reverse order.

Section 15. Layoff and Recall of Union Officers

Notwithstanding their positions on the seniority list, Union officers (that is, the President and Vice President) shall have preferential seniority in case of a layoff and subsequent recall, provided that there is work available which they can perform and provided further that with less than one hundred (100) employees in the Bargaining Unit, deviation from this rule may be negotiated between Management and the International Union.

Section 16. Scheduled Reductions in Working Hours.

It is recognized that under normal circumstances, operation of the plant on a forty (40) hour per week schedule is a desirable objective. The Company will make every effort, which in its judgment is feasible, to attain this objective, but both parties recognize that its attainment is not always possible in view of recurring changes in circumstances which may result in overtime being scheduled in some weeks and less than forty (40) hours per week being scheduled in others.

Except under unusual conditions, it is undesirable to operate a unit at a schedule of employment providing for less than thirty-two (32) hours per week for more than four (4) consecutive weeks.

In applying the above provisions, a week in which the employees involved are not scheduled to work shall not be taken into account and shall not be considered inconsistent with the foregoing objectives. Paid holidays shall be counted as eight (8) scheduled hours of work.

Section 17. Temporary Lay-offs**(a) Definition and Applicability**

A temporary layoff is defined as a layoff of not more than twelve (12) working days. The provisions covering temporary layoffs shall apply to all employees, both production and non-production.

(b) Right to deviate from Seniority

In the event of a temporary layoff, the Company shall have the right to lay off employees as their work is completed, irrespective of their group seniority; provided, however, that no other employee will be used on the jobs of employees who are temporarily laid off.

Upon resumption of work, employees shall be recalled as their jobs open up.

If necessary to retain some employees as members of a skeleton crew in a department during a temporary layoff, seniority employees will be used when practical

(c) Discussions after five (5) days

After five (5) days have elapsed following a temporary layoff, the Union shall meet with The Company to discuss the practicability of recalling seniority employees to replace junior employees for the remainder of such temporary layoff period; and where the Company agrees that it is practicable to do so, it will make such replacements.

(d) Negotiations

Deviation from the terms of this Section may be made by agreement between Management and the Union for a particular temporary layoff.

(e) Inverse Seniority

The local parties have entered into an agreement applying the concept of inverse seniority where: (1) the layoff is for a definite time and limited duration, and (2) all employees with less than one year's seniority have been laid off. The Union agrees that any such local agreement shall give full consideration to and shall not impair plant operating efficiencies including; but not limited to; those inefficiencies which might occur as a consequence of undesirable bumping or replacement of employees. Consistent with this requirement; it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by affected classification and department. It is expressly understood that the local parties shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification from, State Unemployment Compensation Benefits or Company provided Supplemental Unemployment Benefits. However, any change from the present interpretation or application of the State of Ohio Unemployment Compensation rules and regulations which results in reduced or no benefits being provided to an employee on inverse seniority layoff will render the inverse seniority layoff option null and void, and the employee will be recalled to work, provided his seniority entitles him to such recall. Nothing in the foregoing shall preclude the Company from recalling any employee prior to the expiration of the limited layoff period.

Inverse Seniority reproduced in full Letters of Understanding, Section A #46.

Section 18. Loans**(a) Applicability**

In the event it is necessary to loan employees from one classification to another classification, the employees with the least seniority on the operation, by classification, within the department affected by the loan shall be the employees to be loaned, unless other employees volunteer to be loaned. All non-permanent openings will be filled as temporary cover.

Section 19. Transfers**(a) Within Seniority Group**

The Union recognizes the right of the Company, subject to the restrictions of other applicable provisions of this Agreement, to move employees from one occupational classification to another occupational classification within the employee's seniority group. However, no employee shall be moved indiscriminately.

(b) Between Groups

When a seniority employee is transferred to from one occupational seniority group or unit to another, he shall carry his full accumulated seniority to the new group and shall retain no seniority in his old group. (This Subsection does not apply to occupations listed in Appendix F).

(c) The Company will finalize activity sheets (move sheets) by 12:00 noon on Thursday of each week. In the event of a holiday the activity sheet will be completed by 12:00 noon the day prior to the holiday.**Section 20. Discontinuance of Work****(a) Classification of Operation**

In the case of a permanent discontinuance of a classification or of an operation, the employees affected shall be transferred to a similar occupational group on a plant wide basis within five (5) working days.

(b) Occupational Group

In the event of a permanent discontinuance of a group the designated and undesignated classifications within the group shall exercise their seniority according to their seniority status and rate of pay in Group 22.

Section 21. Handicapped Employees**(a) Major Disabilities - Deviations from Layoff Rules**

Employees who are handicapped by major physical disabilities may be exempted from the operations of the seniority provisions of this Agreement in the event of layoff, at the discretion of the Company.

(b) Employees Incapacitated at Work – Placement and Retention

Any employee who had been incapacitated at his regular work by injury or compensable occupational disease while employed by the Company may be employed in other work, which he can do, at the discretion of the Company after consultation with the Union without regard to any seniority provisions of this Agreement.

Section 22. Shift Assignments

The Company agrees to the principle that seniority employees should be given consideration in assignments of shifts. However, it is recognized that it is impossible to operate efficiently with all the older employees on any one shift and therefore, seniority cannot be the sole determining factor in applying the above principle.

(a) Shift Preference (Bump) –Unskilled

1. Seniority employees will exercise shift preference by seniority within their classification and department.
2. Total plant seniority shall be the seniority used for exercising of shift preference.
3. It is understood and agreed that Management may assign probationary employees to any shift at its own discretion for a period not to exceed one (1) month.
4. During the week beginning with the last Monday of March, July, and November, employees shall be given the opportunity of making their shift preferences known. Those desirous of changing shifts will obtain forms from the Hourly Personnel Department for this purpose. Shift changes will be effective the second Monday of April, August, and December. An employee who files a timely shift preference, but who is moved to another classification subsequent to the shift adjustment date, will be considered to have filed a preference on his new classification.
5. All shift adjustments shall be effective on a Monday.
6. Seniority employees who are on vacation, approved leave of absence, temporarily assigned to a designated job, or on layoff due to reduction in force during the period in which preference in choice of shifts is made will be permitted to express their preference in choice of shift within the first week following their return to work. These will be honored, if seniority permits, within two (2) weeks following receipt of the shift preference form.
7. Shift exchange requests: Shift exchange adjustments will be made at any time subject to #5 above for two employees of like classification and department for a temporary period of no greater than four (4) weeks, provided the request is in writing. Shift exchanges will not be made for the purpose of avoiding or accomplishing a shift adjustment under #4 above.
8. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party.

(b) Shift Requests – Unskilled

The Shift Request procedure incorporates the Job Change Request procedure and the two are administered as follows:

1. Job Change and Shift Request forms will be available in the Hourly Personnel Department.
2. Job Change Requests may be submitted by a seniority employee wishing to change jobs and will be honored to permanent undesignated job openings. Shift Requests may be submitted by a seniority employee wishing to change shifts and will be honored to permanent openings except those to be filled by Promotional Postings.
3. Job Change and Shift Requests files will be destroyed effective each shift preference date.
4. Job Change and Shift Requests submitted through Tuesday will be considered when making moves for the following week.
5. In no event will more than two requests be honored for any single opening. Requests honored to permanent openings will be filled by the first applicable combination of the following:
 - A. Shift Request – Shift Request
 - B. Shift Request – Job Change Request
 - C. Job Change Request – Job Change Request
6. Requests will be honored in seniority order and only one Job Change Request will be honored between each Shift Preference (Bump).
7. Shift Requests will be honored before returning an employees from layoff.

(c) Shift Preference (Bump) Skilled

1. Seniority employees will exercise shift preference by seniority within their classification.
2. Date of entry on the classification shall be the seniority used for exercising shift preference.
3. It is understood and agreed that Management may assign probationary employees to any shift at its own discretion for a period not to exceed three months. After the three month period, the seniority employee may elect to exercise shift preference against said employees, provided they do so within a seven (7) day period. A seniority employee may also elect to exercise shift preference against a graduated apprentice after thirty (30) days period provided they do so within seven (7) days.
4. During the week beginning with the last Monday of March, July, and November, employees shall be given the opportunity of making their shift preference known. Those desirous of changing shifts will obtain forms from the Hourly Personnel De-

partment for this purpose. Shift changes will be effective the second Monday of April, August, and December.

5. All shift adjustments shall be effective on a Monday.
6. Seniority employees who are on vacation, approved leave of absence or a layoff due to reduction in force during the period in which preference in choice of shifts is made will be permitted to express their preference in choice of shifts within the first week following their return to work. These will be honored, if seniority permits, within two (2) weeks following receipt of the shift preference form.
7. Shift exchange requests: shift change adjustments will be made at any time subject to #5 above for two employees of like classification and department for a temporary period of no greater than four (4) weeks, provided the request is in writing. Shift exchanges will not be made for the purpose of avoiding or accomplishing a shift adjustment under #4 above.
8. Shift Requests will be honored to openings caused by reduction in force or re-alignment of the Skilled Trade work force between regular shift bump dates, subject to Paragraph #3 above, and provided a particular individuals skill is not needed on another shift.
9. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party.

Section 23. Personal Leaves of Absence

(a) Procedure for Obtaining

An employee requesting leave of absence shall make application to his Supervisor on a form to be provided for that purpose and shall then take the signed form to the Hourly Personnel Department for his official leave of absence slip. An approved copy of the official leave of absence slip will be furnished to the employee before such leave shall become effective.

(b) Not over 30 Days

Leave of Absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee and approval of his Supervisor.

(c) Over 30 up to 120 Days

Leave of Absence may be granted for personal reasons for a period not to exceed ninety (90) days upon application of the employee and approval of the Management when the services of the employee are not immediately required and there are employees available at the plant capable of doing his work; provided that the employee does not work in any occupation for his own gain during the leave of absence unless mutually agreed by the Company and the Union. Leave of Absence may be granted under the foregoing conditions for a period exceeding ninety (90) days but not to exceed 120 days if required for the purpose of traveling to a foreign country. Any violation of this provision may result in the

employee losing his seniority, provided that proof of the violation is furnished by the Union to the Company within fifteen (15) days after date of reinstatement.

(d) **Extension**

Leaves of Absence may be extended upon the approval of the Hourly Personnel Department.

(e) **Copies to Union**

A copy of all approved official leaves of absence forms granted to employees shall be furnished by the Company to the Financial Secretary of the Union involved.

Section 24. Medical Leaves of Absence

An employee who is unable to work because of injury or illness, and who furnishes satisfactory evidence thereof, shall be granted an automatic sick leave of absence covering the period of such disability, subject to the provisions of Section 3 of this Article.

At the expiration of such period, he will be returned to work which he can perform in accordance with his seniority, except as otherwise provided with respect to probationary employees in Section 2 of this Article.

No sick leave shall extend beyond a period of time equal to the employees seniority at the time he was removed from the active employment rolls of the Company or eighteen (18) months, whichever is greater; provided, however, that a sick leave because of compensable injury or occupational disease shall extend for the duration of compensable temporary total disability.

The Company will advise both the employee and the supervisor in writing, of any change in an employees related medical restrictions.

The Company agrees to accept documentation within 5 days or up to ten (10) days from date of absence due to extenuating circumstances on a case by case basis.

Section 25. Certain other Leaves of Absence

(a) **Union Leaves of Absence**

An employee elected to a Union position or selected by the Union to do work which takes him from his employment with the Company, shall, upon written request from the Union, submitted to the Company at least three days prior to the first day of absence, receive a temporary leave of absence for the period of his service with the Union, and upon his return shall be reinstated at work in line with his seniority status in the classification in which he was last engaged prior to his leave of absence; his seniority shall accumulate throughout the period of his leave of absence.

Leaves of Absence for a period of a year or more shall be renewed yearly.

(b) **Public Office Leaves of Absence**

A seniority employee elected or selected for a full time public office which takes him from his employment with the Company shall, upon prior written request, receive a temporary

leave of absence for the term of such office or one year, whichever is less, and upon his return shall be reinstated at work in line with his seniority status in the classification in which he was engaged last prior to his leave of absence. His seniority shall accumulate throughout the period of his leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

(c) **Peace Corps Leave of Absence**

A seniority employee entering the Peace Corps shall, upon prior written request and submission of evidence satisfactory to the Company, receive a leave of absence for the period of his service in the Peace Corps, but not to exceed three (3) years. If the employee returns to work within thirty (30) days after completion of his service with the Peace Corps he shall be reinstated at work in line with his seniority status in the classification in which he was engaged last prior to his leave of absence. His seniority shall accumulate throughout the period of his leave of absence.

Section 26. Leaves of Absence – Accumulation of Seniority

Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

Section 27. Military Service; Veterans

(a) *Employees Reinstated Prior to Effective Date of Agreement – Seniority Credit*

Any employee who, prior to the effective date of this Agreement, has received seniority credit for military training or service subsequent to May 1, 1940, pursuant to provisions of prior agreements between the parties, shall continue to receive such seniority credit.

(b) **Reinstatement Following Military Service**

Employees now serving in the Armed Forces of the United States or employees who shall hereafter serve in the Armed Forces of the United States shall be entitled to reinstatement upon the completion of such service provided, the employee advises the Company within thirty (30) days from the date of discharge of his intention to return to work and does report within ninety (90) days from the date of discharge to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, provided that any employee whose discharge from service is other than dishonorable, shall be accorded the same reinstatement rights as such laws provided in the case of persons honorably discharged.

If the employee is unable to apply for reinstatement by reason of physical disability during the period within which such application is required by law to be made, application must be made within ninety (90) days from the time such disability is ended.

For the purpose of this Section, it is understood that none of the employees covered by this Agreement has been or is employed in a temporary position within the meaning of that term as used in the applicable laws of the United States, and that probationary employees

shall be entitled to credit of the probationary period as well as the accumulation of seniority thereafter.

(c) Reinstatement Following Military Service-Effect of Disability

Any employee reinstated following a period of training or service, who has incurred during such period a disability which prevents him from doing the work of the position to which he would otherwise be reinstated shall be treated in the first instance only, the same as an employee who has been incapacitated at his regular work by injury or compensable occupational disease as set forth in Section 21 of this Article.

To be eligible for these benefits set forth in this Subsection, the employee must have furnished to the Hourly Personnel Department within thirty (30) days of the time he applied for reinstatement a statement from the Veteran's Administration, that he sustained an injury while in such service.

(d) Leave for Government - Provided Training

Any reinstated veteran who makes application to the Hourly Personnel Department shall be granted a personal leave of absence in accordance with applicable provisions of this Agreement in order to take full term institutional training provided by the Government.

The employee granted such leave shall be reinstated with full seniority for the period of the leave if application for reinstatement is made to the Hourly Personnel Department within thirty (30) days from the time of completion or discontinuance of such training and not later than five (5) days following expiration of such leave of absence.

Section 28. Accumulation of Seniority-Supervisors

A seniority employee in a classification subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to Supervisor, or any other supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall accumulate seniority while working in the supervisory position, for any period prior to January 1, 1980, and when so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion plus the seniority accumulated while he was working in the supervisory position, for any period prior to January 1, 1980, in conformity with the seniority rules covered by this Agreement.

During the 1998 negotiations the parties agreed that a person transferred to salary will accumulate seniority for no more than 365 days cumulative. After 365 days cumulative the person transferred will not be allowed to return to the Unit with prior service.

The length of time will be 365 days with the 365 days being cumulative, and if the employee exhausts the 365 days they will have no rights to return to the unit.

Management will notify the Union in writing when the employees move in or out of the bargaining unit.

No temporary demotions in supervisory positions will be made during temporary layoffs.

Section 29. Accumulation of Seniority – Other Excluded Employees

A seniority employee in a classification subject to the jurisdiction of the Union, who, subsequent to June 20, 1941, is, or has been transferred to a classification excluded from the Contract Unit under Article I, Section 1, of this Agreement other than plant and fire protection classifications and is thereafter transferred to a classification subject to the jurisdiction of the Union, shall accumulate seniority while working on the excluded classification and when so transferred shall commence work in a job generally similar to the one he held at the time of the transfer, with the seniority ranking he had at the time of his transfer, plus the seniority accumulated in accordance with the provisions of the following paragraph while he was working in the excluded classification and in conformity with the seniority rules of this Agreement.

A seniority employee who has been transferred to an excluded classification prior to November 26, 1979, shall continue to accumulate seniority while working in an excluded classification. A seniority employee who is transferred to an excluded classification on or after November 26, 1979, will not accumulate seniority while working in an excluded classification.

An employee hired directly to an excluded classification shall acquire no seniority rights under this Agreement.

No temporary transfers to or from excluded classifications will be made during a temporary layoff.

**ARTICLE IX
WAGES AND OTHER ECONOMIC MATTERS****Section 1. Wage Rates – General**

The Hourly rates for each classification covered by this Agreement shall be as follows.

Skilled Trades, Retirement and Supplemental Unemployment Benefits are covered by separate agreements between the parties.

Section 2. Wage Rate Increase**(a) General Increase****Wages:**

A 3% lump sum based on qualified earnings which will be paid quarterly shall be granted to employees covered by this Agreement effective Monday, June 25, 2001 as follows: June 25 through 9-30-01, 10-01-01 through 12-30-01, 12-31-01 through 3-31-02, 4-1-02 through 6-30-02, 7-1-02 through 9-29-02, 9-30-02 through 12-29-02, 12-30-02 through 3-30-03, 3-31-03 through 6-22-03. In addition a \$1.00 COLA fold in will be included in the base rate on 6-25-01. A 2.25% General Wage Increase takes effect on June 23, 2003. A 3% General Wage Increase will take effect on June 28, 2004. A 4% General Wage Increase will take effect on June 27, 2005.

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

Classification	Effective 6/25/01	Effective 6/23/03	Effective 6/28/04	Effective 6/27/05
Assembly Utility	\$18.134	\$18.542	\$19.098	\$ 19.862
Auto Assembly MS	\$18.193	\$18.602	\$19.160	\$ 19.927
Ceramic Mixer	\$18.198	\$18.608	\$19.166	\$ 19.932
Cont. Motion Mach S/U	\$18.318	\$18.730	\$19.292	\$ 20.063
Fabrication Technician	\$18.501	\$18.917	\$19.485	\$ 20.264
Facilitator, TPM	\$18.700	\$19.121	\$19.694	\$ 20.482
Gasket Press Tech	\$18.198	\$18.607	\$19.166	\$ 19.932
Grinding Wheel Dresser	\$18.880	\$19.305	\$19.884	\$ 20.679
Industrial Lift Truck Operator-E	\$17.980	\$18.385	\$18.936	\$ 19.694
Industrial Lift Truck Operator	\$18.318	\$18.730	\$19.292	\$ 20.063
Industrial Lift Truck Oper-D3	\$18.210	\$18.620	\$19.178	\$ 19.945
Injection Molding	\$18.493	\$18.909	\$19.476	\$ 20.255
Isostatic Machine Operator & Set up	\$18.428	\$18.843	\$19.408	\$ 20.184
Kiln Load Unload	\$17.980	\$18.385	\$18.936	\$ 19.694
Kiln Operator	\$18.273	\$18.684	\$19.244	\$ 20.014
Low Volume Tech				
Assistant-L-YW	\$17.980	\$18.384	\$18.936	\$ 19.693
Low Volume Tech Assistant	\$18.134	\$18.542	\$19.098	\$ 19.862
Low Volume Tech A	\$18.740	\$19.161	\$19.736	\$ 20.526
Low Volume Tech B BL/IG	\$18.482	\$18.898	\$19.465	\$ 20.244
Low Volume Tech B BL/PS	\$18.482	\$18.898	\$19.465	\$ 20.244
Low Volume Tech B PS/IG	\$18.482	\$18.898	\$19.465	\$ 20.244
Low Volume Tech C BL	\$18.318	\$18.730	\$19.292	\$ 20.063
Low Volume Tech C PS	\$18.318	\$18.730	\$19.292	\$ 20.063
Low Volume Tech C IG	\$18.318	\$18.730	\$19.292	\$ 20.063
Machine Opr. Misc (Dept. 55)	\$17.879	\$18.281	\$18.830	\$ 19.583
Material Control Clerk	\$18.193	\$18.602	\$19.160	\$ 19.927
Material Control Clerk 1	\$18.292	\$18.703	\$19.264	\$ 20.035
Material Control Clerk 2	\$18.426	\$18.840	\$19.405	\$ 20.182
Material Control Clerk 3	\$18.591	\$19.009	\$19.579	\$ 20.362
Material Handler	\$17.879	\$18.281	\$18.830	\$ 19.583
Material Handler-D3	\$18.109	\$18.516	\$19.072	\$ 19.835
Materials Support - E	\$18.081	\$18.488	\$19.043	\$ 19.804
Materials Support 1	\$18.184	\$18.593	\$19.151	\$ 19.917
Materials Support 2	\$18.318	\$18.730	\$19.292	\$ 20.063
Materials Support 3	\$18.482	\$18.898	\$19.465	\$ 20.244
Packaging Tech	\$18.318	\$18.730	\$19.292	\$ 20.064
Packaging Tech-Video Jet	\$18.318	\$18.730	\$19.292	\$ 20.064
Plant Support	\$18.081	\$18.488	\$19.043	\$ 19.804
Platinum/Weld Tech	\$18.432	\$18.847	\$19.412	\$ 20.189

ARTICLE IX**WAGES AND OTHER ECONOMIC MATTERS**

Quality Leader	\$18.843	\$19.267	\$19.845	\$ 20.639
Quality Tech	\$18.663	\$19.083	\$19.655	\$ 20.441
Quality Tech 1	\$18.272	\$18.683	\$19.244	\$ 20.014
Quality Tech 2	\$18.405	\$18.819	\$19.384	\$ 20.159
Quality Tech 3	\$18.539	\$18.956	\$19.525	\$ 20.306
Refractory Repair	\$18.198	\$18.608	\$19.166	\$ 19.932
Safety Facilitator	\$18.342	\$18.754	\$19.317	\$ 20.090
Sagger Mat Mix	\$18.198	\$18.608	\$19.166	\$ 19.932
Sagger Press	\$17.980	\$18.385	\$18.936	\$ 19.694
Stud & CC Tech	\$18.620	\$19.039	\$19.610	\$ 20.395
Tech Assistant	\$18.134	\$18.542	\$19.098	\$ 19.862
Tech Assistant - L	\$17.980	\$18.385	\$18.936	\$ 19.694
Tech Assistant +	\$18.226	\$18.636	\$19.195	\$ 19.963
Technician A	\$18.740	\$19.161	\$19.736	\$ 20.526
Technician B BL/IG	\$18.482	\$18.898	\$19.465	\$ 20.244
Technician B BL/PS	\$18.482	\$18.898	\$19.465	\$ 20.244
Technician B PS/IG	\$18.482	\$18.898	\$19.465	\$ 20.244
Technician C BL	\$18.318	\$18.730	\$19.292	\$ 20.063
Technician C PS	\$18.318	\$18.730	\$19.292	\$ 20.063
Technician C IG	\$18.318	\$18.730	\$19.292	\$ 20.063

QUALIFIED EARNINGS STATEMENT

Qualified earnings as used herein are defined as income received by an eligible employee from the Company during each designated Annual Performance Bonus Payment eligibility resulting from the following:

Straight - Time Hourly Base Wages *

Straight - Time Cola

Straight - Time Shift Premium

Vacation and Excused Absence Allowances

Holiday Pay

Seven - Day Operations Bonus

Bereavement Pay

Jury Duty Pay

Apprentice Training Incentive Payment

Call - In Pay

Short Term Military Pay

Back Pay awards related to the designated eligibility year

(c) Apprentice Rates

Provisions for wage adjustments for apprentices are made in Article 9 of the Apprenticeship Standards Agreement.

(d) Hiring -- In Rates

An employee hired or rehired after October 28, 1993, excluding Appendix F Employees, shall be paid a hiring -- in rate that is sixty percent (60%) of the negotiated classification rate of the job to which he/she is assigned.

On the first Monday after twenty-six (26) weeks from their seniority date, the employee's rate of pay will increase to sixty-four percent (64%) of the negotiated rate. This rate will then increase to sixty-eight percent (68%) of the negotiated rate on the first Monday after 52 weeks from their seniority date, and to seventy-two percent (72%) of the negotiated rate on the first Monday after 78 weeks from their seniority date. The rate will continue to increase like this on the first Monday following each subsequent twenty six (26) week period until the employee reaches one hundred percent (100%) of the negotiated classification rate.

Section 3. Application of Increases to Spread Rates

The amount of the increases provided in Section 2 of this Article that are added to the maximum rate for each spread rate classification shall also be added to the minimum and incremental rates.

The application of spread rates for Appendix F (Skilled Trades) classifications shall be as provided in Section 2 of the Skilled Trades Supplemental Agreement.

Section 4. Cost-of-Living Allowance**(a) Payment of Allowance: Effect on Other Payments**

During the period of this Agreement, each employee covered by this Agreement shall receive a cost-of-living allowance as set forth in this Section.

All cost-of-living allowance generated during the term of this agreement shall be paid quarterly on a lump-sum basis. COLA will be accrued for all compensated hours for each quarter, and shall be paid in a lump sum as soon as possible following the end of each quarter listed below. Compensated hours will include hours of work, overtime, holidays, vacation, call in, call back, paid absences allowance, jury duty, bereavement, and short-term military duty.

The cost-of-living allowance shall not be taken into account in computing overtime, shift premiums, call in pay, vacation pay, holidays, jury duty, bereavement pay and short term military duty pay, or any employee benefits other than that amount which is folded into the base rate.

(b) Basis for Allowance

The amount of the cost-of-living allowance shall be determined and re-determined as provided below, in accordance with changes in the U.S. Consumers Price Index for Urban

Wage Earners and Clerical Workers (Revised CPI-W), United States City Average (1967 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the Index.

Continuance of the cost of living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for March, 1998, unless otherwise agreed upon by the parties. The Index used in the computations for any month as set forth in this Section shall be the Official Index based on the most recent consumer expenditure weights or pricing procedures.

(c) Redeterminations

During the periods of this Agreement, adjustments in the cost of living allowance shall be based upon the movement from the 3 month average of the Indexes for December 00, January, February '01, which is 471.8. Lump sum payments should be generated and paid as follows:

Lump sum COLA accrual for compensated hours for pay periods commencing in:	Based on three-month average of the BLS Consumer's Price Index for:	Lump sum payment to be made 3rd week of:
July, Aug, Sept 2001	Mar, Apr, May 2001	October 2001
Oct, Nov, Dec 2001	June, Jul, Aug 2001	January 2002
Jan, Feb, Mar 2002	Sept, Oct, Nov 2001	April 2002
Apr, May, June 2002	Dec 01, Jan, Feb 2002	July 2002
Jul, Aug, Sept. 2002	Mar, Apr, May 2002	October 2002
Oct, Nov, Dec 2002	June, Jul, Aug 2002	January 2003
Jan, Feb, Mar 2003	Sept, Oct, Nov 2002	April 2003
Apr, May, June 2003	Dec 02, Jan, Feb 2003	July 2003
Jul, Aug, Sept. 2003	Mar, Apr, May 2003	October 2003
Oct, Nov, Dec 2003	June, Jul, Aug 2003	January 2004
Jan, Feb, Mar 2004	Sept, Oct, Nov 2003	April 2004
Apr, May, June 2004	Dec 03, Jan, Feb 2004	July 2004
Jul, Aug, Sept. 2004	Mar, Apr, May 2004	October 2004
Oct, Nov, Dec 2004	June, Jul, Aug 2004	January 2005
Jan, Feb, Mar 2005	Sept, Oct, Nov 2004	April 2005
Apr, May, June 2005	Dec 04, Jan, Feb 2005	July 2005
Jul, Aug, Sept. 2005	Mar, Apr, May 2005	October 2005
Oct, Nov, Dec 2005	June, Jul, Aug 2005	January 2006
Jan, Feb, Mar 2006	Sept, Oct, Nov 2005	April 2006
Apr, May, June 2006	Dec 05, Jan, Feb 2006	July 2006
Jul, Aug, Sept. 2006	Mar, Apr, May 2006	October 2006

(d) Amount of Allowance

Effective July, 2001 and for any period thereafter, the cost of living allowance shall be in accordance with the following table:

Three Month Average BLS CPI (1967 = 100)	COLA
349.1-349.3	NONE
349.4-349.5	one cent
349.6-349.8	two cents
349.9-350.1	three cents
350.2-350.3	four cents
350.4-350.6	five cents
350.7-350.8	six cents
350.9-351.1	seven cents
351.2-351.4	eight cents
351.5-351.6	nine cents
351.7-351.9	ten cents
352.0-352.1	eleven cents
352.2-352.4	twelve cents
352.5-352.7	thirteen cents

and so forth, with one cent adjustments for each 0.26 point change in the average Index for the appropriate three months, as indicated in Subsection (c). The above table shall be continued sequentially for each 0.3, 0.2, 0.3, 0.2, and 0.3 change in the average Index, and so forth, with that sequence of the five changes repeated thereafter in the table so as to produce an average adjustment over time of one cent for each 0.26 change in the average Index.

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

In no event will a decline in the three-month average BLS CPI provide the basis for a reduction in the wage scale by job classification.

To address the cost of medical insurance, for each adjustment during the twenty-one three-month periods beginning June 25, 2001, in which an increase in the cost of living allowance shall be required according to the above table, the amount of increase so required in each three-month period shall be permanently reduced by seven cents (\$0.07) up to a maximum cumulative reduction of one dollar and forty-seven cents (\$1.47) during the twenty-one (21) three month period. If the amount of cost of living increase in one or more of these three-month periods is insufficient to provide the required reductions under this paragraph, the cost of living accrual in the following three month period(s) will be applied toward satisfying such reduction before a cost-of-living increase is paid. This accrual will reset to 0 on December 31st of each year of this Agreement.

(e) Adjustment Procedure

In the event the Bureau of Labor Statistics does not issue the appropriate Indexes on or before the beginning of one of the pay periods referred to in Subsection (c), the quarterly lump sum COLA payment required by such appropriate Indexes shall be calculated and paid as soon as possible after receipt of the Indexes.

No adjustments retroactive or otherwise shall be made in the amount of any quarterly lump sum COLA payment due to any revision which later may be made in the published figures for the Index for any month or months specified in Subsection (c).

(f) Lump Sum Cost-of-Living Allowances

Effective July 20, 1998, the most senior employee hired after October 29, 1993 will be entitled to be paid the COLA lump sum to which an employee hired before 10-29-93 is entitled, starting with the quarter next following termination or retirement of an employee hired prior to 10-29-93. This one for one transition shall continue until all employees so situated are transitioned to the higher payment but in no event later than 7-20-2003. This one for one transition does not apply to employees hired on or after 7-20-98.

- (g)** Appendix C employees hired on or after 7-20-98 shall receive the COLA lump sum to which an employee hired before 10-29-93 is entitled as the time they reach 100% of the negotiated classification rate at the end of 260 weeks. Appendix F employees hired after 7-20-98 to receive the COLA lump sum to which an employee hired before 10-29-93 is entitled at the time they reach 100% of the negotiated classification rate.

Section 5. Call – In Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work shall receive a minimum of four hours pay at the regular hourly rate, except in the case of labor disputes or other conditions beyond the control of Management.

Section 6. Shift Premiums

- (a)** During the 1998 negotiations the parties agreed that effective 7-20-98 shift premiums shall be based on a flat rate in accordance with the following schedule:

Afternoon shift (3 rd):	\$.75 Appendix "C" production
	\$.90 Appendix "F" skilled trades
Midnights (1 st):	\$1.05 Appendix "C" production
	\$1.23 Appendix "F" skilled trades

- (b)** Shift premiums as stated above will be paid, including overtime. The No. 1 shift, except seven day operations, is scheduled from Monday through Friday. Premium hours for Sunday are waived from 10:30 p.m. to 12 midnight. An employee who is required to commence work on the No. 1 shift on Sunday prior to 12 midnight will receive Sunday Premium for all hours worked prior to 12 midnight. Where double time premium is not made

for Sunday hours of the No. 1 shift Monday, it must be made for the Saturday hours of the No. 1 shift Sunday in order that the Sunday premium is payable for a full twenty-four (24) hour period.

(c) **Identification of Shifts**

- (1) An employee whose scheduled shift starts on or after 7 p.m. but before 5 a.m. shall be deemed to be working No. 1 (midnight) shift.
- (2) An employee whose scheduled shift starts on or after 5 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (day) shift.
- (3) An employee whose scheduled shift starts on or after 10:30 a.m. but before 7 p.m. shall be deemed to be working the No. 3 (afternoon) shift.

Section 7. Daily Overtime Premium

Time and one-half will be paid for time worked over eight hours per day.

Section 8. Weekly Overtime Premium

(a) **Amount**

Time and one-half will be paid for time worked over forty hours per week.

(b) **Identification of Workweek**

The workweek shall be deemed to commence with the No. 1 shift Monday and end one hundred sixty-eight (168) hours thereafter.

Section 9. Saturday Premium

Time and one-half will be paid for time worked on Saturdays, except as otherwise provided in Section 12 of this Article and except when an employee whose normal fifth day starts Friday and continues into Saturday.

Section 10. Sunday Premium

Double time will be paid for work on Sundays, except as otherwise provided in Section 12 of this Article.

Section 11. Holiday Premium

Double time shall be paid for work on holidays as enumerated in Section 21 of this Article, except as otherwise provided in Section 12 of this Article.

Section 12. Overtime Premiums – Seven -Day Operations

Employees working on necessary continuous seven - day operations whose occupations involve work on Saturdays, Sundays and Holidays, shall be paid overtime for work on these days only for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, except as otherwise provided below:

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- (1) Time and one-half shall be paid for hours worked on the employee's first scheduled day off in the workweek.
- (2) Double time shall be paid for hours worked on the employee's second regularly scheduled day off in the workweek.
- (3) *Time and one-quarter* (1 ¼) shall be paid for hours worked on Saturday or Sunday that are not payable on an overtime basis. Double time and one-half (2 ½) shall be paid for hours worked on any of the designated holidays it being understood that there shall be no pyramiding of holiday pay and holiday premium for such employees; provided, however, that if a designated holiday falls on one of the employees regularly scheduled days off, the employee, in addition to his holiday pay under Section 21 of this Article, shall be paid double time for time worked.
- (4) A day shall be the twenty four (24) hour period commencing with the starting of the No. 1 (midnight) shift.
- (5) All hours of a continuous period of less than two full shifts (16 hours) that begin one day and end the next day shall be considered as having been worked on the No. 3 (afternoon) shift if the employee's starting time is prior to 7 p.m. and shall be considered as having been worked on the No. 1 (midnight) shift if the employee's starting time is at or after 7 p.m.
- (6) When an employee works a full eight (8) hours No. 3 (afternoon) shift schedule and is held over and works a full eight (8) hours on No. 1 (midnight) shift schedule, the second full shift of eight (8) hours shall be considered a separate day of work.
- (7) The appropriate shift premium shall be applied to holiday pay for 7 Day Operations employees.

Section 13. Computation of Premium Time; Pyramiding

Premium payments shall not be duplicated for the same hours worked under any of the terms of Section 7 through 12 inclusive, of this Article.

For the purpose of computing daily overtime, a day shall be deemed to commence with the starting time of the employee's shift; provided, however, that daily overtime subsequent to a change in the employee's scheduled starting time, other than daily overtime accrued during the 24-hour period commencing with the prior starting time, shall be computed beginning with the new starting time.

Any hours for which an overtime premium has been paid pursuant to Article IX, Section 7, or Paragraphs 1 and 2 of Article IX, Section 12, shall be excluded from consideration in determining whether any premium payment shall be made for any other hour or part thereof.

Section 14. Computation of Working Time

The method of computing working time is in 6-minute (1/10 hour) periods.

Section 15. Medical Treatment During Working Hours – Time Allowance

Where an employee who suffers a work injury or contracts an occupational disease in the course of his employment by the Company leaves his work with permission of Supervision and is given medical treatment by the Company during work hours, he shall be compensated for the working time lost on the day in question when approved by the designated representative of Management.

A claim that such approval has been improperly withheld may be processed through the Grievance Procedure.

Section 16. Deduction of Overpayments

The Company will not deduct from an employee's pay amounts by which he may have been overpaid in previous pay periods.

This does not apply, however, to overpayments which are the result of clerical or mechanical errors in calculating an employees pay, where such error is discovered and the employee notified within fifteen (15) days of receipt of the erroneous pay. Deductions will be itemized on the employees paycheck stub, pay envelope or equivalent record.

Section 17. Jury Duty Pay

Any employee with one or more years of seniority who is called to and reports for jury duty and effective on or after December 1, 1979, including coroner's juries, shall be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between (i) the employee's regular straight time hourly rate, exclusive of shift, seven day operations, overtime, and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses.) In order to receive payment under this Section, an employee must give the Company prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. It will not be necessary for an employee to complete jury duty before applying for jury pay from the Company. Where necessary arrangements can be made with the appropriate jury commission, an eligible employee will be paid on a weekly basis, if he so requests, provided he submits weekly to the Company evidence from the court of the days he has served for which he will consequently receive a specified daily duty fee. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

An employee who is called to and reports for an interview or an examination to qualify him for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided in the preceding paragraph of this Subsection.

Section 18. Bereavement Pay

When death occurs in his direct immediate family (i.e. current spouse, child or stepchild, parent, stepparent) an employee on request, will be excused for any five (5) regularly scheduled days of work (or for such fewer days as the employee may be absent). If death occurs within the employee's immediate family (grandparent, parent, stepparent or grandparent of current spouse, brother, or stepbrother, half brother, sister, or stepsister, half sister, and grandchild) an employee on request, will be excused for three (3) regularly scheduled days of work (or for such fewer days as the employee may be absent). The five (5) days and three (3) days (excluding Saturdays, Sundays and Holidays, or in the case of seven-day operations, excluding regular days off) immediately following the death provided he attends the funeral. After making written application therefore, the employee shall receive pay for any scheduled hours of work up to eight per day for which he is excused (excluding Saturdays, Sundays, and Holidays, or in the case of seven day operations, excluding regular days off) provided he attends the funeral. In the event the body of a member of the employees immediate family is not buried in Continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirements that the employee attend the funeral will be waived. Payment shall be made at the employees regular straight time hourly rate on the last day worked, exclusive of shift, overtime, and any other premiums. Time thus paid will not be counted as hours worked for purposes of overtime.

An employee hired or rehired on or after November 19, 1973, will be required to have acquired seniority to be eligible pursuant to this Section.

Section 19. Short Term Military Duty

An employee with one or more years of seniority who is called to and performs short term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (i) the employees regular straight-time hourly rate on the last day worked, exclusive of shift, seven-day operations, overtime and any other premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (ii) his daily military earnings (including all allowances except for rations, subsistence and travel.) The Company's obligation to pay an employee for performance of military duty under this Section is limited to a maximum of ten (10) scheduled working days in any calendar year; except where the days of such active duty are the result of local states of emergency or riot, in which case they shall not be chargeable against the ten (10) scheduled working day maximum.

In order to receive payment under this Section an employee must give the Company prior notice of such military duty and upon his return to work must furnish the Company with a statement of his military pay while on such duty.

Section 20. Seven-Day Operations Bonus

The following provisions shall apply to employees working on 40-hour rotating schedules on necessary continuous seven (7) day operations:

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Any such employee shall be paid a bonus (if any is produced by the method of calculation set forth in this Section) to compensate for his being so scheduled during any workweek (including a workweek in which such schedule happens to require him to work only Monday through Friday) equal to twenty cents (\$0.20) times the number of hours he has worked during such workweek, it being understood that, notwithstanding any other provisions of the Agreement:

- (1) such bonus shall be included in computing Sunday, holiday or any other overtime premium pay;
- (2) such bonus shall not be added to the base rate of any classification, and shall not be taken into account in computing afternoon and night shift premiums, computing vacation pay, holiday pay or any other payment for hours not worked;
- (3) such bonus shall not be payable for any hours worked by an employee when he is not working on a necessary continuous seven (7) day operation and on a forty (40) hour rotating schedule involving work on Saturdays, Sundays, and Holidays.

Section 21. Paid Holiday Plan**(a) General Eligibility Rules**

Included in this contract will be the two included days at Christmas one in 2002 and one in 2004.

Unless otherwise provided herein, employees who meet all of the eligibility rules below will be paid eight (8) hours' pay at their regular straight time hourly rate exclusive of overtime premium for the following holidays:

Holiday	First Contract Year 2001 - 2002:
Independence Day	Wednesday, July 4, 2001
Labor Day	Friday, August 31, 2001 Monday, September 3, 2001
Thanksgiving	Thursday, November 22, 2001
Thanksgiving Friday	Friday, November 23, 2001
Christmas	Monday, December 24, 2001 Tuesday, December 25, 2001 Wednesday, December 26, 2001 Thursday, December 27, 2001 Friday, December 28, 2001 Monday, December 31, 2001 Tuesday, January 1, 2002
Good Friday	Friday, March 29, 2002
Memorial Day	Monday, May 27, 2002

ARTICLE IX**WAGES AND OTHER ECONOMIC MATTERS****Holiday**

Independence Day

Labor Day

Thanksgiving

Thanksgiving Friday

Christmas

Good Friday

Memorial Day

Holiday

Independence Day

Labor Day

Thanksgiving

Thanksgiving Friday

Christmas

Good Friday

Memorial Day

Second Year Contract 2002-2003

Thursday, July 4, 2002

Friday, August 30, 2002

Monday, September 2, 2002

Thursday, November 28, 2002

Friday, November 29, 2002

Monday, December 23, 2002 included

Tuesday, December 24, 2002

Wednesday, December 25, 2002

Friday, December 27, 2002

Monday, December 30, 2002

Tuesday, December 31, 2002

Wednesday, January 1, 2003

Friday, April 18, 2003

Monday, May 26, 2003

Third Year Contract 2003-2004

Friday, July 4, 2003

Friday, August 29, 2003

Monday, September 1, 2003

Thursday, November 27, 2003

Friday, November 28, 2003

Wednesday, December 24, 2003

Thursday, December 25, 2003

Friday, December 26, 2003

Monday, December 29, 2003

Tuesday, December 30, 2003

Wednesday, December 31, 2003

Thursday, January 1, 2004

Friday, January 2, 2004 included

Friday, April 9, 2004

Monday, May 31, 2004

ARTICLE IX**WAGES AND OTHER ECONOMIC MATTERS****Holiday**

Independence Day

Labor Day

Thanksgiving

Thanksgiving Friday

Christmas

Good Friday

Memorial Day

Holiday

Independence Day

Labor Day

Thanksgiving

Thanksgiving Friday

Christmas

Good Friday

Memorial Day

Independence Day

Labor Day

Fourth Year of Contract 2004-2005

Monday, July 5, 2004

Friday, September 3, 2004

Monday, September 6, 2004

Thursday, November 25, 2004

Friday, November 26, 2004

Friday, December 24, 2004

Monday, December 27, 2004

Tuesday, December 28, 2004

Wednesday, December 29, 2004

Thursday, December 30, 2004

Friday, December 31, 2004

Friday, March 25, 2005

Monday, May 30, 2005

Fifth Year of Contract 2005-2006

Monday, July 4, 2005

Friday, September 2, 2005

Monday, September 5, 2005

Thursday, November 24, 2005

Friday, November 25, 2005

Monday, December 26, 2005

Tuesday, December 27, 2005

Wednesday, December 28, 2005

Thursday, December 29, 2005

Friday, December 30, 2005

Monday, January 2, 2006

Friday, April 14, 2006

Monday, May 29, 2006

Tuesday, July 4, 2006

Friday, September 1, 2006

Monday, September 4, 2006

Employees must meet the following eligibility rules to receive holiday pay:

- (1) The employee has seniority as of the date of the holiday;
- (2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
- (3) The employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday within the employee's scheduled work-week, except in the case of holidays which fall in the Christmas holiday period.
 - (i) In the case of Christmas holiday period in 2001 starting December 24 through the following January 1, in 2002 starting December 23 through the following January 1, in 2003 starting December 24 through the following January 2, in 2004 starting December 24 through the following December 31, in 2005 starting December 26 through the following January 2, 2006.

A seniority employee absent without excuse prior to and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be ineligible for two (2) of the holidays for which he would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

- (ii) Employees will be called in to work only in emergencies on the following dates which are not paid holidays under this Agreement.

Saturday, December 29, 2001
Sunday, December 30, 2001
Saturday, December 28, 2002
Sunday, December 29, 2002
Saturday, December 27, 2003
Sunday, December 28, 2003
Saturday, January 3, 2004
Sunday, January 4, 2004
Saturday, December 25, 2004
Sunday, December 26, 2004
Saturday, December 24, 2005
Sunday, December 25, 2005
Saturday, December 31, 2005
Sunday, January 1, 2006

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Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provision, shall not apply to (1) employees assigned to seven day operations; (2) employees who perform work on Sunday which is part of the No. 1 shift, Monday.

(b) Sunday Holiday

When any of the above enumerated holidays falls on Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

(c) Saturday Holiday

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

(d) Employee on Layoff or Sick Leave

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to, or during the workweek in which the holiday falls shall receive pay for such holiday. A seniority employee who is laid off during the second workweek prior to a week in which one or more of the holidays in the Christmas holiday period falls, and who worked his last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling within the Christmas holiday period. Seniority employees on layoff or sick leave of absence when the holiday(s) occurs who returns to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s).

(e) Employee on other Leave

If an otherwise eligible seniority employee is on an approved leave of absence (other than sick leave) of not more than 15 days (total duration, including all extensions) during which a holiday occurs, he shall receive holiday pay for such holiday. A seniority employee on personal leave of absence which expires during a Christmas holiday period, shall, if otherwise eligible, receive pay for the holidays in the Christmas holiday period after which fall (1) after the final day of such leave, or (2) on and after the date he notifies the plant of his availability for work, whichever is later.

(f) Employees on Vacation

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled workweek because of such vacation, he shall be paid for such holiday. A seniority employee who requests and is granted a vacation which includes the last scheduled working day prior to a Christmas holiday period and who also requests and is granted a vacation which includes the first scheduled working day after such Christmas holiday period, shall if otherwise eligible, receive pay for the holidays which fall in such Christmas holiday period, provided the employee works the scheduled working days immediately preceding and following his vacation when such scheduled working days are within the workweeks which include that

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would have been the employee's last scheduled working day before and first scheduled working day after the Christmas holiday period if he had not been on vacation.

(g) Seven-Day Operations- Eligibility; Effect of Holiday Work

Employees working on necessary continuous seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time.

When employees working on necessary continuous seven-day operations are scheduled to work on a holiday which is a regularly scheduled day of work and do work, they shall not receive holiday pay under this procedure (except for the number of hours less than 8 (i) that he shall have been requested to work or, if the following is greater (ii) that he shall have worked), but shall be paid for time worked in accordance with Section II of this Article.

(h) Other Operations – Effect of Holiday Work

Employees not working on 7-day operations who work any of the above holidays shall receive full holiday pay (if otherwise eligible) in addition to the premium payable in accordance with Section II of this Article.

(i) Failure to Perform Holiday Work Assignment

Employees who have accepted such holiday work assignments and then fail to report for and perform such work, without reasonable cause acceptable to Management, shall not receive pay for the holiday.

(j) Effect of Unemployment Compensation

If, for a week which included one or more holidays which fall after December 23 but before the following January 2, an employee supplements his holiday pay for such holidays by claiming and receiving unemployment compensation benefit or by claiming and receiving waiting period credit, to which he otherwise would not have been entitled if such holiday pay had been treated as remuneration and considered disqualifying income for unemployment compensation, a deduction of the lesser of the following amounts will be made from the employees earnings from the Company.

- (1) An amount equal to the employee's holiday pay for each week in question, or,
- (2) an amount equal to either the unemployment compensation paid to the employee for each week in question or the unemployment compensation which would have been paid to the employee for each week in question if it had not been considered a waiting period.

Section 22. Vacations – Eligibility Dates

Vacation eligibility dates shall be determined as follows:

(a) All Employees

The eligibility date for an employee whose hire date falls after June 1, but not after December 1, shall be December 1; the eligibility date for an employee whose hire date falls after December 1, but not after June 1, shall be June 1.

(b) Identification of "Hire Date"

The hire dates referred to in this Section shall be those shown by the seniority records.

If an employee's seniority shall be broken and he subsequently shall be rehired, his eligibility date shall be determined on the basis of his rehire date as shown by the seniority records.

Section 23. Vacations - Amount; Eligibility Rules

(a) General

The amount of vacation to which an eligible employee shall be entitled shall be based on the employee's seniority and years of enrollment on the active employment rolls as of his eligibility date, and his weeks of enrollment on the active employment rolls and absences from his regularly scheduled work in the year period immediately prior to his eligibility date. Further references in this section to weeks on the active employment rolls and to absences refer to those during such year period and exclude absences excluded from the absence count by Subsection (f).

(b) One or More Year Employees

(1) An employee with one or more years of seniority on his vacation eligibility date

- (i) who is enrolled on the active employment rolls of the Company for thirty-two (32) or more weeks, and whose absences have not aggregated more than thirty five (35) days, shall be entitled to a vacation during the vacation period as follows * :

- (2) With the above rules of this Subsection for vacation eligibility otherwise applicable, an employee who is enrolled on the active employment rolls of the Company less than thirty-two (32) weeks shall receive one-half of the vacation entitlement provided in Subsection (b) (1); except that an employee with one year but less than three years of seniority as of his eligibility date who is enrolled on the active employment rolls of the Company less than thirteen (13) weeks shall be entitled to no vacation.
- (3) An employee who meets all of the other eligibility requirements for full vacation entitlement but whose absences have aggregated more than thirty five (35) days shall have his entitlement reduced by one week, or forty (40) hours. Absences due to Union leaves will be excluded from the 35 day calculation.
- (4) An employee with less than five years of seniority who has been enrolled on the active employment rolls of the Company less than thirty two (32) weeks and has been absent more than thirty five (35) days shall be entitled to no vacation.
- (5) An employee with five or more years of seniority whose vacation entitlement has been reduced because he has been enrolled on the active employment rolls of the Company for less than thirty-two (32) weeks shall not have his vacation entitlement further reduced because of the fact that he shall have exceeded thirty-five (35) days of absence.

* See page 82.

(c) Equivalence of Active Employment

(1) Military Service

Solely for the purpose of applying Subsections (a) and (b) of this Section, the time during which an employee was not on the active employment rolls of the Company by reason of service with the Armed Forces of the United States will be deemed equivalent to enrollment on the active employment rolls of the Company following his reinstatement on such rolls after such service in determining the amount of vacation for which he is eligible.

(2) Union Leave of Absence

Solely for the purpose of applying Subsections (a) and (b) of this Section, entire year periods during which an employee with one or more years of seniority was not on the active employment rolls of the Company due to a Union Leave of Absence pursuant to Article VIII, Section 25(a) will be deemed equivalent to years of enrollment on the active enrollment rolls of the Company following his reinstatement on such rolls in determining the amount of vacation for which he is eligible.

Years of Seniority	Years on Active Rolls	Vacation Entitlement
1 but less than 3	One year or more	2 weeks vacation with 80 hours pay
3 but less than 5	At sometime in each of any 3 years	2-1/2 weeks vacation with 100 hours pay
5 but less than 10	At sometime in each of any 5 years	3 weeks vacation with 120 hours pay
10 but less than 15	At sometime in each of any 10 years	3-1/2 weeks vacation with 140 hours pay
15 but less than 20	At sometime in each of any 15 years	4 weeks vacation with 160 hours pay
20 or more*	At sometime in each of any 20 years	5 weeks vacation with 200 hours pay

*Applies only to otherwise eligible employees with 20 or more years of seniority as of their vacation eligibility date on or after December 1, 1971.

(d) Employees Off Rolls on Eligibility Date

(1) Reinstated in Following Year

Employees who are off the employment rolls on their eligibility date and who are reinstated during the ensuing year will be entitled to a vacation provided they are eligible for vacation benefits in conformity with the rules described in Subsections (a) through (b) of this Section.

(2) Not Reinstated in Following Year

Any employee who is off the employment rolls due to a reduction in force on his eligibility date and who is not recalled during the ensuing year will be entitled at the end of the ensuing year to a proportional amount of vacation benefits based upon his employment during the vacation period in which he is so laid off equivalent to one twelfth of the full vacation benefits which he would have been entitled to if he had continued to be enrolled on the active employment rolls until his eligibility date following his layoff for each full calendar month he has been on the active employment rolls since his last previous vacation eligibility date preceding his layoff.

(3) Reinstatement Following Military Service

Any employee who by reason of service with the Armed Forces of the United States is not on the active employment rolls of the Company in the year immediately prior to his vacation eligibility date, but is reinstated on such records as a full time employee during the ensuing year, shall be entitled to vacation benefits for the vacation period during which he is reinstated in accordance with the following:

(i) If he is reinstated during the first half of such ensuing year, he shall be entitled to the full amount of such vacation benefits as he would have been entitled to had he been enrolled as a full-time employee on his eligibility date for such vacation period.

(ii) If he is reinstated during the last half of such ensuing year, he shall be entitled to one half of the amount of vacation benefits he would have been entitled to had he been enrolled as a full-time employee on his eligibility date for such vacation period.

(c) Retiring Employees; Employees laid off in Plant Closings; Employees Entering Armed Forces; Deceased Employees.

(1) In the case of a seniority employee covered under Subsection (a) and (b) of this Section, who (i) is retired under the provisions of Article V, Section 1, 2 or 3 of the retirement plan, or (ii) is laid off as a result of the closing of the plant at which he worked, or who, after his vacation eligibility date on or after October 25, 1967, either (iii) enters the Armed Forces of the United States or (iv) dies, a vacation benefit shall be paid upon his retirement, lay-off, entering the Armed Forces, or death in a proportional amount based upon his employment during the vacation period in which he is so retired or so laid off or enters the Armed Forces or dies, equivalent to one twelfth of the full vacation benefits which he would have been entitled to if he had continued to be enrolled on the active employment rolls until his next eligibility date for each full calendar month he has been on the active employment rolls since his last previous vacation eligibility date.

(2) Vacation payments on the same basis as set forth in Paragraph (1) of this Subsection shall be made to any employee retired for total and permanent disability under the provisions Article V, Section 3, of the Retirement Plan, except that eligibility for, and

computation of the vacation benefit provided for in this paragraph shall be determined on the basis of his last day worked, rather than his retirement date.

- (3) In the case of a deceased employee, the vacation benefits provided under this Subsection shall be paid to the estate or if permitted by local law, to the next of kin.
- (4) Payments under this Subsection shall be computed as of the employee's last day worked in the manner set forth under Subsection (g)(1) or (2) of this Section
- (5) If a retired employee, such laid off employee, or an employee entering the Armed Forces who has received a vacation benefit pursuant to this Subsection is reemployed and becomes eligible for vacation under the other provisions of this Section, on the eligibility date following his retirement, layoff, or entering the Armed Forces, such vacation shall be reduced by the amount of the vacation benefit received under this Subsection.

(f) Time Excluded from Absence Count

- (1) When an employee is absent from his regularly scheduled work because of work injury, occupational disease, leave of absence for reserve military training, or Union business, such absent time will not be counted in computing the thirty-five (35) days of absence.
- (2) When an employee is absent from his regularly scheduled work because of sickness three (3) consecutive working days or more, but not to exceed ninety (90) accumulated days in one year, and who furnished acceptable proof of such sickness to the Company Medical Department within two (2) weeks following his return to work, such absent time will not be counted in computing the thirty five (35) days of absence.

Unless the Company Medical Department rejects the submitted proof of illness within two (2) weeks following its submission by the employee, it will automatically be considered valid.

Disputes as to validity may be subject to the Grievance Procedure.

- (3) In the case of any employee who is a veteran by reason of service with the Armed Forces of the United States, whether reinstated or hired by the Company, absences from work by reason of either
 - (i) Hospitalization at Government expense for a service-connected disability, or
 - (ii) treatment as an out-patient by a hospital at Government expense for a service-connected disability, shall be regarded as sickness under the provisions of Paragraph (2) of this Subsection, provided, however, that such absence need not be for three (3) consecutive working days.

(g) Vacation Rate of Pay

- (1) Except as otherwise provided in this Subsection, vacation pay shall be computed at the employee's regular straight-time hourly rate, inclusive of shift premium, but ex-

clusive of seven-day operations, overtime and any other premiums, on the date his vacation begins.

- (2) If on the date as of which an employee's vacation pay is computed he is temporarily employed at a wage rate lower than that at which he is regularly employed and which he received during the major portion of the preceding year, his hourly rate for the computation of his vacation pay shall be the latter rather than the former.

Disputes under this Subsection may be considered under the Grievance Procedure of the Agreement.

Section 24. Vacations – Scheduling

(a) Vacation Period

- (1) The vacation period for an employee with a December 1 eligibility date shall begin on December 1 and end on November 30 of the next year.
- (2) The vacation period for an employee with a June 1 eligibility date shall begin on June 1 and end on May 31 of the next year.

(b) Vacation Time off Procedure

Management recognizes the importance of providing vacation time off in a manner that maintains efficiency of operations while giving due considerations to the desires of the employees.

Accordingly, a two (2) week vacation shutdown will be scheduled each year during prime vacation time. The Company will notify the Union Representatives no later than April 7, of when the vacation shut down will occur.

Management will establish a procedure whereby employees may between April 7 and April 22 of each year of the Agreement, make written application for vacation time in excess of the two (2) week vacation shutdown, indicating first, second and third choices. Management will review all applications and give employees written disposition of vacation schedules by May 15 of each year.

Commencing in 1994, when the Fourth (4th) of July Holiday falls during the vacation shutdown, employees who are scheduled for vacation during said vacation shutdown may schedule another vacation day at a later date. However, this date cannot be scheduled during the month of July.

A minimum of seven (7) percent of the active hourly employees will be allowed to schedule vacation each week in the months of June, July, and August while five (5) percent will be allowed to schedule each week from September through the middle of January. A minimum of 1% will be allowed to schedule each week from the middle of January to June 1.

On May 22, Management and the Union will meet to resolve any problems regarding vacation scheduling. The Union agrees to cooperate with Management in adjusting vacation scheduling when customer requirements and/or production schedules necessitate vacation changes.

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

For administrative purposes, vacations will be scheduled from June 1 to June 1.

In the event certain operations are scheduled during the shutdown, the Union will be advised as to which employees have been selected to work during the shutdown period consistent with good employee relations and efficiency of operations.

Each employee will be given written disposition of his application. Approved vacation time off will not thereafter be cancelled or changed without the consent of the employee.

(e) Vacation and Excused Absence Payment Allowance

An employee may use up to one (1) week (40 hours) of his vacation provided under Subsection (b) of Section 23, as limited below, in units of no less than one-half day periods (4 hours) with pay at his basic hourly rate, as specified in Article IX, Section 23(g), on the date each such period of vacation shall begin, for any of the following purposes:

- (1) Excused absences because of his illness for which he does not receive accident and sickness insurance benefits.
- (2) Absences excused by the Company because of any personal reason or
- (3) Additional scheduled vacation time immediately prior to or following his other vacation time.

Absences under (2) above will be excused provided that: (a) the employee makes written request on a form provided by the Company at least one week in advance of the requested day; (b) there will be no adverse impact on the operations involved and if more than one employee is requesting the same day this will be taken into consideration in determining the operational impact; and (c) if more employees working for the same foreman request the same day off than can be accommodated, the matter will be settled in the same way as in vacation scheduling.

The part of his vacation that an employee may use for excused absences under purposes (1) and (2) above shall not exceed one week (40 hours). In the event his absences exceed 25 days or his weeks of enrollment are less than 32 as used for determining vacation eligibility, the part of his vacation that he may so use shall not exceed one-half week (20 hours).

(f) Right to Deny Vacation

Management shall have the right to deny vacation upon payment of vacation pay as provided in Section 25 of this Article, if in its judgement the exigencies of production so require.

(g) Vacation and Excused Absence Payment Allowance (Revised 10-29-82)

1. Absence because of personal illness or personal business must be excused by the employee's supervisor for an absence payment to be made.
2. For an employee to receive a favorable consideration on a request for an excused absence payment, a test of reasonableness is to be used. In the case of illness, detailed proof will usually not be required when the employee's absences are no more frequent than what could be reasonably expected of the normal employee. However,

if an employee's attendance record is such that there is good reason to doubt the validity of a particular absence, a request for an excused absence payment may be denied unless his absence is substantiated by convincing proof.

3. In the case of personal business, requests for excused absence payments should be made in advance when the employee is reasonable able to do so. When the employee is not excused in advance and there is good reason to doubt justification for failure to have been excused in advance, a request for an excused absence payment may be denied.
4. For purpose of Paragraph (3) of Section 24 (c), "additional scheduled vacation time" shall be the scheduled number of hours that exceed the total amount of other vacation hours for which an employee is eligible. For example, an employee with 100 vacation hours of eligibility (60 regular hours and 40 additional hours) who is scheduled for a continuous vacation period of two weeks (80 hours) would have 20 of his scheduled vacation period applied against the additional 40 hours available under Section 24(c). If, on the other hand, would be changed to the 40 additional hours because they do not exceed the total amount of other vacation time to which he is entitled.
5. The Company's right to schedule vacation does not extend to the additional forty (40) hours provided for under Section 24(c) unless the employee elects to use such hours as additional vacation. An employee does not have to schedule these hours as vacation and may apply them instead toward payment for excused absences because of personal illness or personal business. However, once an employee has requested all or a portion of these hours as additional vacation and is so scheduled, he may not revoke this designation without Company approval for the purpose of using such hours for excused absence payments.
6. The Company's right to deny vacation and instead of pay in lieu of vacation as provided for in Article IX, Section 24(d), does not apply to the additional 40 hours available under the Vacation Plan as excused absence payments for personal illness or personal business. These hours may be taken by employees for such purpose as long as the time off is excused and the employees meet the other eligibility requirements described above.

Pay Provisions

1. Excused absence days for which payment is made under the plan shall not be considered as time worked for purposes of determining overtime.

Procedure

1. An employee should make applications for an excused absence payment for personal illness or personal business on (Vacation/Excused Absence Pay Request Form)
2. When completed, form FOS-44006 should be distributed by the supervisor as follows:

Original – Payroll

Duplicate – Timekeeping

Triplicate – Supervision Plant Office

Quadruplicate – Employee

3. Regardless of whether an excused absence payment is made for a particular day(s) of absence because of personal illness or personal business, such time will continue to be recorded as absent time on the supervisor's Daily Report of Time in the same manner heretofore.

General Rules

1. In order to qualify for holiday pay, an employee must work his last scheduled working day prior to, and his next scheduled working day following a holiday in the same workweek even though a day of excused absence intervenes between the holiday and such scheduled day.
2. Hours for which an employee receives an excused absence payment shall be used in computing future service credits under the Retirement Plan.
3. Any week or part thereof in which an employee is absent and receives an excused absence payment shall be counted for accruing SUB credit units.
4. A day for which an excused absence payment has been made will be excluded insofar as the 35 day absence count in computing vacation entitlement is concerned.

(h) Vacation Preference Forms/Employees on Medical Leave

Employees on medical leave of absence may submit Vacation Preference Forms between March 15 and April 1 of each year if the employee's anticipated return to work date is before the scheduled vacation date.

(i) Employees returning from medical leave be treated the same as other employees in scheduling or rescheduling their vacation. In this regard the following guidelines are established:

1. Vacation Scheduling – Employees who are on medical leave should, unless it is physically impossible to do so, report to their Supervisor, during the vacation scheduling period and schedule their vacation. Employees who are not physically able to report during the scheduling period should contact their Supervisor upon return from Medical Leave to complete the vacation scheduling process.
2. Vacation Rescheduling - Employees who are on medical leave during their scheduled vacation time, must contact their Supervisor immediately upon return from medical leave to reschedule their vacation. It is understood that employees returning from medical leave will not be permitted to disturb another employee's schedule, nor should the employee be denied vacation because he was on medical leave. While it is expected that the Supervisor and employee will resolve most schedules, any disputed cases may be referred to Labor Relations.

Section 25. Pay in Lieu of Vacation

(a) Employee Denied Vacation

If by the last day of any vacation period an eligible employee has not received his proper vacation, the Company shall pay him a lump sum as vacation pay in lieu of such vacation, the sum to be computed as the amount to which the employee would be entitled if his vacation were to begin on the last day of vacation period.

(b) Terminated Employee

An employee whose services are terminated for any reason on or after the date upon which he becomes entitled to a vacation and before he has received a vacation shall be paid a lump sum in lieu of vacation computed as the amount to which he would be entitled if his vacation were to begin on the day on which his employment was terminated.

Section 26. Rate of Pay for Loaned Employees

When an employee is loaned to a higher rated classification for three consecutive days or more, he shall receive the rate of pay for that classification from the first day he started working it until such time as the loan is ended or he is reclassified. However, if an employee is loaned for less than three consecutive days there shall be no rate adjustment made. Further, it is understood that the intent of this Section is not to provide a means of getting work done by employees on a lower rated classification through intermittent two day work assignments to higher rated classifications.

Section 27. Insurance

(a) The Insurance Program

For the duration of this Agreement, the Insurance Program shall be that which is attached hereto, hereinafter referred to as the "Program". It consists of two parts, each made a part of this Agreement, one known as "Group Life and Disability Insurance" and one known as "Hospital-Surgical-Medical-Drug-Dental-Vision Expense Coverages" or "H-S-M-D-D-V Program".*

- * The Insurance Program has been reproduced in a separate booklet.

During the 1998 negotiations the parties agreed that the employees will have the opportunity to choose between Anthem BC/BS or Paramount for H-S-M-D-D-V Program coverage. Married employees may choose both Anthem and Paramount.

(b) Financing

The Company will pay the contributions due from it for the Program in respect to insurance premiums and subscription rates in accordance with the terms of the Program. The Company by payment of its contributions shall be relieved of any further liability with respect to the benefits of the Program. The Company shall receive and retain any divisible surplus, credits or refunds or reimbursements under whatever name arising out of the Program.

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

(c) Administration

The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverages and to fulfill any other obligations specifically required in Section 27 or in the Program.

(d) Named Fiduciary and Allocation of Responsibilities

Pursuant to the Employees Retirement Income Security Act of 1974 (ERISA), the Company shall be the sole named fiduciary with respect to the Program, and except as otherwise specifically provided in this Program, shall have authority to control and manage the operation and administration of the Program.

Any Company director, officer or employee who shall have been expressly designated pursuant to the Program to carry out specific Company responsibilities shall be acting on behalf of the Company. Any person or group of persons may serve in more than one capacity with respect to the Program and may employ one or more persons to render advice with regard to any responsibility such director, officer or employee has under the Program.

(e) Exclusion from Arbitrator's Powers

The Arbitrator shall have no jurisdiction over any matter arising under this Section 27 or under the Program.

(f) Effective Dates

- (1) Except as otherwise specifically provided in the Program, its H-S-M-D-D-V Program provisions shall become effective on July 20, 1998.
- (2) Except as otherwise specifically provided in the Program, its Group Life and Disability Insurance provisions shall become effective July 20, 1998, with respect to employees then at work, and on the first day worked thereafter with respect to other employees. Group Life and Disability Insurance for employees for whom the provisions of the Program shall be governed by the provisions, conditions, and limitations of the program as constituted on the date each such employee was last actively at work.
- (3) For those to whom they become applicable, the provisions of the Program shall be in lieu of the provisions of the previous programs, and benefits under the Program shall be reduced where benefits received under the previous programs would reduce benefits if they had been received under this Program.

(g) Health Care/Medical Care Cost Recognition

To address the cost of Medical insurance, the parties have provided for offsets in cost-of-living increases as indicated in Article IX, Section 4.

- (h) The Company and Union agree to the following medical insurance changes in the BCBS medical plan and the CIGNA dental plan for both active and retired employees and eligible dependants effective January 1, 2002:

ARTICLE X

MISCELLANEOUS

- (1) Add outpatient speech evaluation and therapy coverage for stroke victims for up to 20 visits each calendar year.
- (2) Modify the current outpatient physical therapy coverage to include either physical or occupational therapy, not to exceed a combined total of 60 treatments per condition.
- (3) Add Coverage for up to two follow – up visits upon completion of radiation treatment.
- (4) Change the dental coverage as follows:
 - a. Increase the calendar year dental maximum from \$1,200 to \$1,300 for each eligible participant.
 - b. Increase the lifetime orthodontia maximum from \$1,000 to \$1,100 for dependant children under 19 years of age.

Effective November 1, 2001 increase the prescription drug copayment for both active employees, retirees and eligible dependants as follows:

- (1) Retail (30 day supply) – from \$5 generic/\$7 brand to : \$7 generic/\$12 brand
- (2) Mail Order (90 day supply) – from \$5 generic to: \$10 generic/\$15 brand.

ARTICLE X

MISCELLANEOUS

Section 1. Union Bulletin Boards

The Company will erect bulletin boards in suitable places mutually agreed upon, to be used solely by the Union for posting the following notices, except that additional notices may be posted by *mutual consent*.

Notices shall be restricted to the following types:

- (1) Notices of Union recreational and social affairs
- (2) Notices of Union Elections, appointments and results of Union Elections pertaining to the plant.
- (3) Notices of Union Meetings and educational classes
- (4) Notices of C.A.P. meetings listing date, time and place, only.

The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

Section 2. Badges and Insignia**(a) Plant Protection Employees**

All Plant Protection employees shall conspicuously wear insignia to clearly distinguish them from other employees.

(b) Hourly-Rated Employees

All hourly-rated employees shall display their badges when requested while on Company premises.

Section 3. Use of Supervisors on Development Work

Whenever it becomes necessary to develop or perfect a new mechanical process of job, it is agreed that the Company may use Supervisors for such purpose if a regular employee is not displaced thereby.

Section 4. Health and Safety

The Company shall have the obligation to continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union shall cooperate with the Company's efforts to carry out its obligations.

The Company shall provide protective devices, including gloves, wristlets, pads, mitts, or other special kinds of wearing apparel which it requires employees to wear as a safety measure, and any other equipment necessary to protect the employees from injury and sickness.

The Union will be provided a copy of the Company Eye Protection Policy.

When employees are assigned to tasks in isolated locations or confined, closed-entry spaces, which are recognized as work situations hazardous to an employee, appropriate precautions are taken in accordance with safe work practices, including air sampling and ventilation when necessary, provisions of necessary protective equipment, communications systems, personnel surveillance arrangements, and, as required, adequate support personnel.

All employees are required to act in an environmentally-friendly manner such that there is no "knowing" release of a hazardous material to drain, ground, air or dumpster

Section 5. Smoking

Areas which the Company considers as unsafe for smoking will be so designated and smoking will not be permitted in such areas.

Smoking will be allowed in designated areas only.

Section 6. Lunch Periods**(a) Length of Period**

A lunch period of thirty (30) minutes shall be allowed to employees not eating on Company time, except where different periods are now in effect or may hereafter be agreed to

and provided that the Company may reasonably alter the length of this period in abnormal or unusual situations.

(b) **Scheduling**

The Company shall schedule each employee's lunch period at a regular time except on operations where it finds that regular scheduling is not feasible, and will avoid requiring an employee to take his lunch period at another time except where it has a particular need for the employee's services during that period. Where time permits, the employees affected will be notified well in advance of such change.

Except in emergencies, an employee's regular lunch period shall not be advanced or delayed by more than one hour unless the employee agrees to such change.

Section 7. Reporting Absences

A system is in effect which permits an employee to verify the fact that he has notified the Company by telephone of his inability to report for work.

Section 8. Supplementary Agreements

All supplementary or other agreements which were not covered by the notice of desire to amend, modify or terminate given by either party, are reinstated and such reinstated agreements and all supplementary or other agreements which were reached during the negotiations immediately preceding the date of this Agreement shall continue in effect subject to the terms thereof for the duration of this Agreement.

Section 9. Equal Application of Agreement

- (a) In continuance of the policy established and maintained since the inception of their collective bargaining provisions, this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, national origin, age, sex, religion, or certified physical or mental handicap. Whenever the male gender is used in this Agreement, it shall apply to the female gender where applicable.
- (b) In an effort to make the grievance procedure a more effective instrument for the handling of any claims of discrimination, special effort shall be made by the representatives of each party to raise such claims where they exist, and at as early a stage in the grievance procedure as possible. If not earlier, a claim of discrimination shall be stated at least in the Third Step Grievance, as provided in Article VII, Section 4 of this Agreement. The Bargaining Chairman or his designated representative, before deciding whether to take the grievance to the Third Step, may refer the grievance to the Chairman of the Fair Employment Practices Committee of the Union for a factual investigation and report. The member of the Fair Employment Practices Committee designated by the Chairman to investigate the grievance shall not receive pay from the Company for time spent on such activity. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

Section 10. Waiver of Bargaining During Contract Term

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 11. Partial Invalidity of Agreement

- (a) In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.
- (b) If any legal proceedings to which the Company or the Union is a party invalidates or makes unenforceable any provision of this Agreement, and either party believes that revision of the provision to conform to legal requirements would be preferable to having it remain invalid or unenforceable, they shall discuss such possible revisions. If, as a result of these discussions, any revisions are made to this Agreement, such revisions will become effective immediately and be in effect for the duration of the Agreement without being conditioned upon ratification by the Union.

Section 12. Recasting of Agreement

The Union and the Company shall be authorized to rearrange, simplify and clarify the language of the present Agreement to facilitate its use as a working document; but not to change in any way its substance or meaning.

When both the Union and the Company are satisfied that they have a revised version of the Agreement which meets the foregoing standards, they are authorized to substitute the revised form of the Agreement for this present form of the Agreement, but only upon the understanding that if any disputes should develop later concerning the meaning or intent of any of the terms of such revised Agreement, references shall be made back to the Agreement in its present form for the purpose of resolving such disputes.*

*This Agreement in its present form represents a rearrangement, without substantial revision in language, developed and approved pursuant to this Section.

ARTICLE XI**DURATION OF AGREEMENT****Section 1. Ratification of Agreement**

This Agreement shall become effective on the first Monday after receipt by the Company from the Union of written notice that this Agreement and the other agreements executed by the parties as of the date thereof have been ratified by the Union. Said other Agreement executed by the parties as of the date, thereof which must be ratified and become effective, as a condition of this Agreement becoming effective, are the following:

Skilled Trades Supplemental Agreement, Agreement concerning Retirement Plan, and Agreement concerning Supplemental Unemployment Benefit Plan.

Section 2. Expiration Date

This Agreement shall continue in full force and effect until 11:59 PM, October 31, 2006.

Section 3. Notice to Modify or Terminate: Automatic Renewal

This agreement shall continue in effect for successive yearly periods after October 31, 2006, unless notice is given in writing by either party at least sixty (60) days prior to October 31, 2006, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is given this Agreement shall be opened to modification, amendment or termination, as such notice may indicate, on October 31, 2006, or the subsequent anniversary date, as the case may be.

Section 4. Addressing of Notices

Notices shall be in writing and shall be sufficient if sent by mail, addressed, if to the Union, to International Union, United Automobile Workers of America, 8000 East Jefferson Avenue, Detroit, Michigan 48214, or to such other address as the Union shall furnish to the Company, in writing; and if to the Company, to Honeywell Consumer Products Group, 1600 North Union Street.

Memorandum of Agreement
Honeywell International/Autolite, Fostoria, Ohio
and
U.A.W. Local 533

At 2:06 p.m. on June 22, 2001, the parties concluded negotiations and reached agreement for renewal of the Collective Bargaining Agreement, subject to ratification by the membership on Monday, June 25, 2001. The proposed Agreement will take effect upon ratification and will expire on October 31, 2006.

(P/U Signatures)

June 22, 2001

Date

APPENDIX A

ASSIGNMENT AND AUTHORIZATION OF CHECK-OFF OF MEMBERSHIP DUES

To my Employer:

Date:

 (Company Address)

 (City)

(State)

I hereby assign to Local Union No. 533, International Union, United Automobile, Aerospace and Agriculture Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee, or from any Regular Supplemental Unemployment Benefits to be paid to me, such amount as may be in effect, from time to time, during the effective period of this assignment and authorization, and due from me to the Union as my monthly membership dues in said Union, and (if owing by me) any initiation fee. I authorize and direct you or the Trustee of the Company - UAW Supplemental Unemployment Benefit Plan Fund to deduct such amounts from my pay or from any Regular Supplemental Unemployment Benefits payable to me during each calendar month in accordance with such arrangements as may be agreed to between the Company and the Union, and to remit the same to the above Union.

This Agreement and authorization may be revoked by me only at the times and in the manner hereinafter provided. I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary date. I may also revoke this assignment by written notices, signed by me, of such revocation received by the Company by registered mail, return receipt requested, at any time when there is not in effect between the Company and the Union an Agreement that the Company will check off membership dues in behalf of the Union.

Signed: _____

APPENDIX B
FIVE-DAY NOTICE

Our Records show that it has been five or more working days since you last worked. If you do not, within five working days (excluding Saturday, Sunday, and holidays) from the above date, either report to the Hourly Personnel Department for work or give a satisfactory reason for your absence to the Hourly Personnel Department in writing or by telephone (unless it is impossible for you to comply with the above), your employment will be terminated and you will lose your seniority.

If, however, your reason for absence is due to illness or injury and, although you have reported this to the Hourly Personnel Department, satisfactory evidence of that fact must be presented to the Company within five working day period (excluding Saturday, Sunday, and Holidays) or you will be terminated and you will lose your seniority (unless it is impossible for you to comply with the above).

To telephone, call 435 - 6655.

APPENDIX C

(SENIORITY GROUPING AGREEMENT)

It is mutually agreed between the Company and the International Union, UAW, Local 533, that the Occupational Grouping for the Plant shall be as follows:

Group 2Y (Bid Jobs)

- B1 Kiln Operator
- B2 Kiln Load and Unload
- E1 Grinding Wheel Dresser
- E2 Isostatic Machine Operate & Set Up
 - Automatic Press – Operate & Set Up
 - Assembly Tech A
 - Assembly Tech B
 - Assembly Tech C
 - Safety Facilitator
 - Injection Molding
 - Production Auditor
 - Ceramic Mixer
 - Fabrication Technician
 - Refractory Repair
 - Misc. Machine Operate & Set Up (Dept. 5)
 - Sagger Press
 - Studmaker Operate & Set Up
 - Studmaker Operate & Set Up (w/ Copper Core Training)
 - Sagger Material Mixer
 - Machine Setters (Dept. 9)
 - Auto Assembly M.S.
 - Continuous Motion M.S.
 - Pressure Seal M.S.
 - Set Up & Operate (Dept. 10)

Group 2Z (Non-Bid Jobs)

- Material Handler
- Spark Plug Assembly
- Machine Operator Misc.
- Technician Assistant

Group 3Z (Bid Jobs)

Receiving Inspector
 Floor Inspector
 Materials Support
 Printer Operator (Dept. 10)
 Materials Control Clerk
 Plant Support
 Industrial Lift Truck Operator
 Assembly Utility
 Quality Tech

Employees classified as Utility and Relief shall be in the first instance exercise their seniority against the employees with the least seniority within their classification within their department. Then, their seniority is exercised against the employee in the department with the least seniority carrying the classification over which they he/she was classified as Utility and Relief.

Employees classified as Machine Setters and Pressure Seal Machine Setters shall in the first instance exercise their seniority against the employee with the least seniority within their classification within their department. Belt Line Machine Setters shall then exercise their seniority against the employee with the least seniority in the Pack Hand Machine Setter classification and the Pressure Seal Machine Setters shall then exercise their seniority against the employee with the least seniority in the Insulator Glaze and Cement Machine Setter classification.

For purposes of effecting a reduction in force and /or recall of laid off employees, total seniority acquired shall be used. In the case of one or more employees hired on the same day, it shall be governed according to the last four digits of their social security number. In those cases where the last four digits of their social security number is identical, it shall be governed by the sum of the digits in their social security number with the lowest last digit of the sum designating the senior employee. All employees on the rolls October 25, 1976, who were hired on the same day shall be governed alphabetically according to the original surname under which they were hired.

Seniority will be by occupational groups as defined in Article VIII, Section 5 and will be negotiated by the parties. In the event of a reduction in force, employees in Department 9 in Group 2Z shall in the first instance exercise their seniority upon their classification within their department, then against the least seniority employee in the Group 3Z classification within their department, and then against the least seniority employee in the Group 2Z classifications or take available work within that group. Employees in Group 3Z shall in the first instance exercise their seniority upon their classification within their department, then against the least seniority employee in Group 2Z or take available work within that group.

Reduction in force will be made in accordance with Article VIII, Section 12, of the Agreement. However, it is agreed that after five (5) working days following the effective date of the reduction in force, the Company will recall laid off seniority employees who are desirous of replacing junior employees in the undesignated jobs which they have the ability to perform. Laid off seniority employees will have no right to displace junior designated employees unless they previously held the classification. For the purpose of recall of laid off employees, Article Section 14, shall apply.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

It is fully understood and agreed between the Company and the International Union, UAW, Local 533, that the below listed dispositions conclude negotiations

REVISED LUNCH PERIODS:

Those areas of Departments 3 and 9 working three continuous eight hour shifts and receiving one half-hour for lunch and 7.8 hours pay per shift will be changed to conform to Company practice of twenty minute paid lunch period and eight hours pay per shift. It is understood and agreed that in the event the Ohio Bureau of Industrial Relations resumes enforcement of female working laws the plant will return to the past practice.

WORK STANDARDS:

The Company affirms its responsibility to operate production equipment at the correct cycle time or speed as determined by Industrial Engineering and to check as necessary to assure the continuous operations of equipment at the correct speed.

WORKING APPAREL:

Employees required to work outside will be provided with rain gear when needed. Permanent employees in the classification plant support will be assigned personal cover-alls on the same basis as other maintenance employees who are provided with cover-alls. Permanent employees in the classification of blackening process will be allowed to purchase, at one half price, up to three pairs of Company approved safety shoes per year.

VACATION SCHEDULES:

Vacation schedules will be available in each department as the schedule is finalized.

REST ROOMS:

Additional rest rooms and showers will be planned as required in future plant expansion or major facility changes.

UNION INFORMATION:

The Company agrees to provide copies of the following forms to the Union:

- a. Job Change Requests
- b. Shift Preference Requests
- c. Shift Requests
- d. Inverse Seniority Requests

Also, the Company will continue to provide information on Medical, Personal Leaves, and employee moves.

APPRENTICE SHIFT ASSIGNMENTS:

When related training courses can be arranged satisfactorily, employees on apprenticeship courses will be permitted to work other than the number two shift, with the understanding that the assignments will also be determined by the availability of qualified journeymen and supervisory personnel.

TOOL AND DIE APRONS:

Aprons requested for Tool and Die employees will be made available.

PARKING LOT:

Required and necessary repairs will be made to the parking lot and parking lot lights.

PLANT NURSE:

A nurse will be provided on a shift whenever two hundred (200) or more employees are working.

SPARK PLUGS:

The employee quota on spark plug purchases is thirty two (32) spark plugs per year. Payment for purchased spark plugs will be made in the plant via payroll deductions.

UMPIRE RULINGS:

As has been the practice, the Company and the Union will continue to recognize past umpire rulings.

PREVIOUS AGREEMENTS:

All Memos of Understanding not amended or cancelled will remain in force and effect for the duration of this Memo of Understanding.

A 3% lump sum based on qualified earnings which will be paid quarterly shall be granted to employees covered by this Agreement effective Monday, June 25, 2001 as follows: June 25th thru 9-30-01, 10-1-01 thru 12-30-01, 12-31-01 thru 3-31-02, 4-1-02 thru 6-30-02, 7-1-02 thru 9-29-02, 9-30-02 thru 12-29-02, 12-30-02 thru 3-30-03, 3-31-03 thru 6-22-03. In addition a \$1.00 COLA fold in will be included in the base rate on 6-25-01. A 2.25% general wage increase will take effect on 6-23-03. In addition a \$.50 wage inequity will be folded into the base rate on 6-23-03. A 3% general wage increase will take effect on 6-28-04. In addition a \$.25 wage inequity will be folded into the base rate on 6-28-04. A 4% general wage increase will take effect on 6-27-05.

SKILLED TRADES GROUPING AGREEMENT

APPENDIX F

**(SKILLED TRADES GROUPING
AGREEMENT)**

Classification	Effective 6/25/01	Effective 6/23/03	Effective 6/28/04	Effective 6/27/05
Electrician	\$21,282	\$ 22,261	\$ 23,179	\$ 24,106
Fireman Eng. Licensed	\$21,075	\$ 22,049	\$ 22,961	\$ 23,879
Inspector Tool Layout	\$21,075	\$ 22,049	\$ 22,961	\$ 23,879
Machine Repair	\$21,282	\$ 22,261	\$ 23,179	\$ 24,106
Millwright	\$21,282	\$ 22,261	\$ 23,179	\$ 24,106
Tool & Die Maker	\$21,282	\$ 22,261	\$ 23,179	\$ 24,106

Employees established skilled trades seniority as of the date commenced working in such trades subject to Article VIII, Section 2, and the Apprenticeship standards, (i.e., Date of Entry.) If after establishing seniority in one skilled classification and subsequently transfers to a second skilled classification, the employee receives date-of-entry seniority on the second skilled classification. However, he retains and accumulates his seniority on his basic skilled classification. Upon reduction in force in the second skilled classification, the employee exercises his seniority into his basic skilled classification and retains recall rights to the second skilled classification based on his date-of-entry seniority in that classification.

In the event of a reduction in force in the skilled trades, the employee effected may elect to take a layoff or accept unskilled work, if he so requested, in the following manner:

1. If the employee affected has established basic unskilled seniority, he will be afforded the opportunity to be placed on available work. If there is no such available work, the employee shall then exercise his seniority against the employee with the least seniority in the group of undesignated classifications in the occupational group on a plant wide basis.
2. If the employee affected does not have basic unskilled seniority, he will be afforded the opportunity to be placed on available work, providing any exists and there are no seniority employees on layoff entitled to return to the available work.
3. All skilled trades effective 7/20/98 will change to a 8 hr day with the understanding that skilled trades covered will be provided for the entire shift except for relief periods. Specific start and stop times will be consistent with coverage for production shifts.

SKILLED TRADES GROUPING AGREEMENT

SKILLED TRADES SUPPLEMENTAL AGREEMENT BETWEEN HONEYWELL CONSUMER PRODUCTS GROUP AND UAW

On the 20th day of July, 1998, at Fostoria, Ohio, Honeywell Consumer Products Group, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, an unincorporated voluntary association, hereinafter referred to as the Union, hereby agree as follows:

1. Employees Covered

This Agreement shall be applicable to employees in all skilled classifications in the Tool and Die, Maintenance, Construction, and Power House groups (Appendix F to the Collective Bargaining Agreement dated September 28, 1949, as amended) and to apprentices covered by an apprenticeship agreement between the Company and the Union.*

2. Spread Rate Classifications

(a) A uniform spread of twenty cents (\$0.20) shall be established for all spread rate classifications in Appendix F (Skilled Trades). The minimum rates shall be established at twenty cents (\$0.20) below the maximum rate for each classification. Equal increments in five cent (\$0.05) amounts shall be established between the minimum and maximum rates.

(b) All employees in Appendix F (Skilled Trades) classifications shall receive the maximum rate of their classification within three (3) months from the date on which they are so classified or acquire seniority, whichever is later. Rate progression to the maximum shall be as provided in (a) above.

3. Maintenance and Construction Work – Use of Seniority Employees

It is the policy of the Company to fully utilize its seniority employees in the skilled trades (Appendix F) in the performance of maintenance and construction work, in accordance with Article IV, Section 8.

4. Apprenticeship Standards

The Apprenticeship Standards Agreement, as amended, is produced in a separate booklet.

5. Skilled Trades Work Assignments

It is the policy of the Company to assign work between skilled tradesmen in conformity with the principles set forth by the Ford-UAW Umpires in Opinions A-223, A-278, B-14. This statement is intended as a reaffirmation of these principles. In making job assignments, Management intends to respect basic differences between the trades and recognize the importance and prestige of its tradesmen. But, as the Arbitrator has said, the Company cannot be put to a disadvantage by "multiple hairsplitting refinements and cumbersome and unreal distinctions." Indeed, the efficient operation of the Company demands the full utilization of the talents of each trade.

SKILLED TRADES GROUPING AGREEMENT

Factors to be Considered in Making Job Assignments

Central Skills

Tasks which require the unique and central skills of one particular trade as assigned to that trade (unless such tasks are incidental to a principle job being performed by other tradesmen as discussed below).

A committee consisting of one representative from each of the trades, Plant Engineering manager or his designee, and the Skilled Trades Representative along with the production personnel deemed appropriate, will meet and review questionable work practices. This meeting may be requested by either the Plant Engineering Manager or the Skilled Trade Representative.

Overlapping Capabilities

To determine whether a particular skilled assignment falls within the scope of two or more trades and thus properly assignable to any one of these trades, several criteria must be considered, no one of which by itself is controlling.

- (a) Level of skill involved.
- (b) Type of apprenticeship training.
- (c) Tools required.
- (d) Nature of the material being worked on.
- (e) Generally accepted notions of the trade.
- (f) Other criteria (e.g., composition and size of the skilled work force).
- (g) Past practices relating to skilled tasks (invariables certain and unchallenged over such a long period that an agreement is assumed).

The first six of these criteria will be considered in making the determination of whether a skilled task falls within the scope of two or more trades or only one. Past practice is a limiting factor and is binding in ordinary situations if by clear and convincing proof it can be shown to exist as a fact by the party relying on it.

Incidental Work

Incidental work is a comparatively minor task that is complementary to a principal job. In determining whether a task is incidental and thus properly assignable to the tradesmen performing the principal job, the following points must be considered (past practice or normal scope of the trade has no significance in incidental work):

- (a) Time involved in relation to the principal job. (A minor task or series of minor tasks performed sporadically over the duration of the principal job are incidental even though the cumulative time may be fairly large).
- (b) Whether the task is within the capabilities of the principal tradesman.
- (c) Whether the task can safely be performed by the principal tradesman.

SKILLED TRADES GROUPING AGREEMENT

Incidental tasks are not limited to those arising in the course of the principal job, but may occur also at the beginning or end of the job.

Emergencies

In the event of breakdowns and other unforeseen incidents that interrupt the flow of production, as well as fires, accidents and the like, assignments may be made without regard to trade lines, although trade lines are not to be disregarded where the time within which the repairs are to be made and the availability of the appropriate tradesmen permit their observance.

A committee consisting of 1 representative from each of the trades, the Plant Engineering Manager or his designee and the Skilled Trade Representative along with the production personnel deemed appropriate, will meet and review questionable work practices. These meetings may be requested by either Plant Engineering Manager or the Skilled Trades Representative.

6. Development of Skilled Trades Work Assignment Guides

It is agreed that the Union and the Company may undertake to identify skilled work assignment practices pertaining to the skilled apprenticeable trades within a plant with the objective of establishing mutually acceptable guidelines for skilled trades work. Such guidelines shall recognize that assignments vary between shifts within the plant, that the same assignment may be made to more than one trade and such guidelines are not intended to confer exclusive rights not otherwise recognized to one trade. Upon the request of the Bargaining Unit Chairman, Management will meet to establish the procedure for implementation of this provision. It is expected that the Bargaining Unit Chairman will prepare and submit for consideration a description of the practices over which agreement is being sought. Upon submission thereof the parties may conduct joint or independent investigations of the practices involved.

It shall not be a function of the Union or Management under this provision to change or modify assignment practices even in the case of a mixed practice. Rather, the parties shall identify practices which meet the criteria for past practice set forth in Section 5 hereof and practices so defined and agreed upon shall serve as guides for skilled trades work assignments.

Agreements regarding such practices shall be executed in writing.

In the event the issue has not been resolved between the parties within 30 days from the date of appeal either party may submit the issue to the Arbitrator under the procedure provided in Article VII, Section 9 (b) of the Agreement. In such a case the Arbitrator shall be empowered only to define the work assignment practice at issue involved based upon the criteria discussed above and this determination shall be final and binding upon the parties.

It is recognized that it is in the mutual interest of both parties to maintain efficiency in the utilization of the skilled work force. Consequently, such guidelines shall not require the adoption of classifications not presently utilized; will not result in increased idle time, make work assignments, added manpower, change present ground rules governing claims

SKILLED TRADES GROUPING AGREEMENT

for back pay, or affect the right of the Company to determine skilled manpower needs for each trade on each shift.

It is understood that any agreement establishing skilled trade work assignment guidelines shall be subordinate to the provisions of the Agreement and of the Skilled Trades Supplemental Agreement. If the Union seeks the establishment of skilled trades assignments guides under this provision of Paragraph 5 above.

In the event a new apprenticeable trade is established the parties shall be authorized to negotiate mutually acceptable guidelines for skilled work assignments pertaining to that trade.

7. Skilled Trades Work Assignment Guidelines

The following definitions of past practice have been agreed upon pursuant to paragraph 6 of the Skilled Trades Supplemental Agreement. It is understood that these definitions are subject to the provisions of Paragraph 5 and 6 of the Skilled Trades Supplemental Agreement of the Company's letter to the Union dated December 7, 1970, subject, Skilled Trades Work Assignments.

Millwrights

- a. Install production machinery and dismantle for relocation; fabricate install and repair; conveyors, drives, chains, belts and couplings on production equipment, motor bases, machine bases, hand rails, catwalks, guard rails, office partitions, structural steel, building beams, rails for material handling equipment, heating units, make-up air units, dust collectors, exhaust systems, blowers, fans, mixers, blenders, pumps and bases, pump motors when lifting equipment is required, lubrication systems on production equipment, mechanical production counters, air exchangers, hydraulic systems except hydro-checks, and brackets and hangers pertaining to work done by Millwrights.
- b. Perform rigging where the central skills of a Millwright are required.
- c. Install and repair: pipe lines for water, steam, gas, air, solutions, and lubricants except up to ¾ inch fitting in boiler house; drains and plumbing fixtures; and install and remove drinking fountains.
- d. Perform carpentry work necessary for fabricating and sheet metal work.
- e. Repair and maintain plant industrial and automotive vehicles.
- f. Install, repair and replace gear boxes, speed reducers, reeves drives, and speed gears except welders and packers.
- g. Install and repair non - electrical pressure gages, regulators, automatic valves and temperature controls as do Stationary Steam Engineers.
- h. Install and repair condensate pumps as do Stationary Steam Engineers.
- i. Install and repair non production air cylinders.
- j. Perform maintenance cutting and welding.

SKILLED TRADES GROUPING AGREEMENT

ELECTRICIANS

Install and repair transformers, switch gear, indicating and recording instruments and circuits in substations and switch rooms.

Fabricate, install and repair electrical equipment such as limit switches and actuators, production recorders, measuring and control devices, direct coupled gear motors, panels, conduit, brushes, conductors, brackets, hangers, supports, solenoid valves, electrical motors and electrical components on gas furnaces, cranes, hoists, heating units and electrical lift trucks.

Clean sand, file, grind and shape electrical contacts in Denisons.

Install and repair electrical pressure gages, regulators, automatic valves and temperature controls.

MACHINE REPAIR

Operate tool room equipment to rework parts and make replacement parts other than tooling, working from blueprints, drawings and sketches.

Install, maintain, repair and replace; mechanical knees, gears, and gear boxes on welders and packers, index tables including timing chains and timing belts; gibs and ways; production cams and cam followers working as a unit; transfer assemblies except fingers on cold formers and stud headers; shear pins where timing is concerned on cold formers and packers; tie rods and rod connections on production equipment; mechanical brakes and clutches; and hydro checks.

Install, repair and replace gear boxes, speed reducers, reeves drives, and speed gears on welders and packers.

Install and repair production air cylinders.

Fabricate and/or rework tracks (curved or straight) which move parts to and from and within a machine(s).

Rework escapements, cams and geneva drives as does Tool and Die.

TOOL AND DIE

- a. Fabricates machine parts made by Tool and Die, fabricates or reworks tools for stock; fabricates and maintains precision jigs and fixtures, tools, dies, tool and die holders, and tooling used for holding, locating, clamping, centering, positioning, forming, moving and removing items within a machine
- b. Fabricates escapements, cams, and geneva drives.
- c. Fabricates experimental machines and tooling.

APPRENTICESHIP STANDARDS

The standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. Such standards are covered in a separate booklet.

**LETTERS/MEMORANDUM
OF
AGREEMENTS**

between

UAW, Local 533

and

**Honeywell
SPARK PLUG PLANT**

**Fostoria, Ohio
Agreements Dated
June 25, 2001**

(Effective thru October 31, 2006)

Letters/Memorandum of Understanding
Letters of Understanding exchanged between
the parties are reproduced for your information.

The letters/memorandums are indexed
as follows:

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SECTION A

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The Company recognizes that this is a sensitive area of employer - employee relations and that it may be advantageous to the parties to explore a new approach.

In this regard, either the Union or the Company may request implementation of the procedure subject to mutual agreement of the International Union and the Company. The effectiveness of this procedure is contingent upon the parties constructive approach and usage; therefore it is believed that representatives of the International Union and the Company should discuss the intent and requirements of the procedure prior to implementation.

The Company or the International Union may terminate the procedure upon notification to the other party.

The purpose of this procedure is to establish a method whereby the parties may jointly review particular work assignment situations as defined in Paragraph 1 below. In such work related instances, the Company will defer disciplinary action against an employee who is experiencing continued difficulty in the completion of his operation and the Union will withhold initiating a grievance protesting the employee's workload until the procedure has been exhausted.

Procedure:

1. The review procedure will be used as a result of:
 - a. Complaints from employees to supervisor, either directly or through a Committeeman, that the completion of an operation is continually difficult, or
 - b. At the request of supervision where an employee is continually not completing his operation.

Upon notification by either the plant Labor Relations Office to the local Union, or the local Union to the plant Labor Relations Office, a Committee composed of at least a Department Industrial Engineer, Process

2. Engineer, and Production Supervisor, will be instituted and investigation will be made of the operation in question. The scope of this investigation will vary depending upon the nature of the work assignment involved. The Committeeman will take the following steps as appropriate:
 - a. Hold a discussion with the employee to determine the exact nature of his problem, if any.
 - b. Check for proper tooling and process.
 - c. Check the quality and location of stock.
 - d. Determine whether the employee has time and room to perform his operation in his work station.
 - e. Determine whether the employee can physically perform the operation, e.g., physical size of employee.
 - f. Check for a mix problem.
 - g. Determine whether the best method and sequence is being utilized.

- h. Determine whether the operation is being performed in accordance with the production standard as established.
 3. Upon completion of the investigation, the findings will be discussed with the appropriate Union Representatives for the purpose of resolution.
 4. In the event the differences cannot be resolved at that level, they will be considered at a meeting attended by no more than three members of Management representing Production, Industrial Engineering and Employee Relations, as appropriate, and no more than three Union Representatives including the Chairman or a person designated by the Chairman to handle work standards questions.
 5. While no time limits are provided for, the success of the procedure is primarily dependant upon both parties exhibiting a spirit of cooperation through proper application, timely handling and an objective review of each instance.
 6. If the matter cannot be satisfactorily resolved through the use of this procedure, the applicable provisions of the Collective Bargaining Agreement may be employed.
- 5. New Technology (Revised 10-27-82)**

During these negotiations, the Union expressed concern regarding the potential impact of new technology on employees and on the scope of the bargaining unit. Over the years, the parties have recognized that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on all part of all parties in such progress. Continued technological progress is also essential to the Company's growth and to its ability to compete effectively. Technological progress can contribute to the Company's well-being and, thereby, to the economical well being of employees. The following sets forth a means of resolving disputes concerning the particular problems occasioned by advancing technology. Where the initial introduction of a new or advanced technology at a plant location occasions a question of whether certain new work should be assigned to included employees, affects the job responsibilities of included employees or otherwise impacts the scope of the bargaining unit, local management will discuss the matter with the Unit Committee. Such a discussion will take place as far in advance of implementation of such a technological change as is practicable. The local management will at that time describe for the Unit Committee the extent to which such technological changes may affect the work performed by included employees at the plant location involved. The Chairman of the Unit Committee and the part-time Skilled Trades Representative will be provided a written description of the technology involved, the equipment involved, the equipment being introduced, its intended use and anticipated installation date(s), and the possible impact upon the scope of the Bargaining Unit, specifically as it impacts job assignments of included employees. Following such notification, the Unit Committee may investigate and evaluate the impact of new or advanced technology employees. Comments by the Unit Committee concerning the information provided will be carefully evaluated by the local management in accordance with the Company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to included employees at the plant location.

6. Review of Discipline for Absenteeism (10-12-79)

In an effort to demonstrate management's intent in a corrective discipline approach to absenteeism - related situations, the Employee Relations Department, in coordination with the necessary supervisory authority, will periodically review the record of improvement of previously disciplined employees and, where such improvements is substantial, will remove and rescind penalties as an indication that discipline has served its purpose to correct a problem.

Additionally, in accordance with memos posted and distributed on April 16, 1979, we reaffirm the intent of the program relating to Supervisors' authority to administer the program as they deem appropriate.

7. Clearing of Disciplinary Records (10-18-76)

In accordance with your request made at a negotiating session I herewith furnish you with the instructions issued concerning the clearing of disciplinary records.

CLEARING OF DISCIPLINARY RECORDS

An employee's disciplinary record should be entered on some form of card file system or on the face of the labor relations jackets in which the copies of the Forms 7913 are kept.

When a record is to be cleared, a line should be drawn through the entry or it should otherwise be obliterated.

When a penalty is merely reduced and a charge stands, the lesser penalty should be inserted in place of the original one. The record should reflect the lesser penalty only.

A notation should be made on the Form 7913 of the rescinded or changed disciplinary action stating that the disciplinary action was removed or changed in accordance with an identified grievance or Arbitrator case number.

All personnel in Labor Relations Offices who use, transcribe, or post labor relations records should be made aware that rescinded entries must not be considered in any future disciplinary action, promotion case, etc.

Similar care should be taken to insure that disciplinary action more than three years old at the time of the charge is not considered.

The rules above do not call for a review of all records on file. However, the above rules should be observed for future transactions and any time past records are used. Compliance with these rules will effectively clear an employee's record of any charge of which he is or has been found innocent.

8. Vacation and Excused Absent Payment Allowance (Revised 10-29-82)

Eligibility Requirements:

1. Absences because of personal illness or personal business must be excused

by the employee's supervisor for an absence payment to be made.

2. For an employee to receive a favorable consideration on a request for an excused absence payment, a test of reasonableness is to be used. In the case of illness, detailed proof will usually not be required when the employee's absence are no more frequent than what could be reasonably expected of the normal employee. However, if an employee's attendance record is such that there is good reason to doubt the validity of a particular absence, a request for an excused absence payment may be denied unless his absence is substantiated by convincing proof.
3. In the case of personal business, requests for excused absence payments should be made in advance when the employee is reasonably able to do so. When the employee is not excused in advance and there is good reason to doubt the justification for failure to have been excused in advance, a request for an excused absence payment may be denied.
4. For purposes of Paragraph (3) of Section 24 (c), "additional scheduled vacation time" shall be the scheduled number of hours that exceed the total amount of other vacation hours for which an employee is eligible. For example, an employee with 100 vacation hours of eligibility (60 regular hours and 40 additional hours) who is scheduled for a continuous vacation period of two weeks (80 hours) would have 20 hours of his scheduled vacation period applied against the additional 40 hours available under Section 24 (c). If, on the other hand, the same employee was scheduled for 60 hours of vacation, none of these hours would be changed to the 40 additional hours because they do not exceed the total amount of other vacation time to which he is entitled.
5. The Company's right to schedule vacation does not extend to the additional forty (40) hours provided for under Section 24 (c) unless the employee elects to use such hours as additional vacation. An employee does not have to schedule these hours as vacation and may apply them instead toward payment for excused absences because of personal illness or personal business. However, once an employee has requested all or a portion of these hours as additional vacation and is so scheduled, he may not revoke this designation without Company approval for the purpose of using such hours for excused absence payments.
6. The Company's right to deny vacation and instead of pay in lieu of vacation, as provided for in Article IX, Section 24(d), does not apply to the additional (40) hours available under the Vacation Plan as excused absence payments for personal illness or personal business. These hours may be taken by employees for such purpose as long as the time off is excused and the employees meet the other eligibility requirements described above.

Pay Provisions

1. Excused absence days for which payment is made under the plan shall not be considered as time worked for purposes of determining overtime.

Procedures

1. An employee should make application for an excused absence payment for personal

illness or personal business on (Vacation/Excused Absence Pay Request Form).

2. When completed Form FOS-44006 should be distributed by the Supervisor as follows:
 - Original – Payroll
 - Duplicate – Timekeeping
 - Triplicate – Supervision Plant Office
 - Quadruplicate – Employee
3. *Regardless of whether an excused absence payment is made for a particular day(s) of absence because of personal illness or personal business, such time will continue to be recorded as absent time on the supervisor's Daily Report of Time in the same manner as heretofore.*

General Rules

1. In order to qualify for holiday pay an employee must work his last scheduled working day prior to, and his next scheduled working day following a holiday in the same workweek even though a day of excused absence intervenes between the holiday and such scheduled day.
 2. Hours for which an employee receives an excused absence payment shall be used in computing future service credits under the Retirement Plan.
 3. Any week or part thereof in which an employee is absent and receives an excused absence payment shall be counted for accruing SUB credit units.
 4. A day for which an excused absence payment has been made will be excluded insofar as the 35 day absence count in computing vacation entitlement is concerned.
9. **Vacation Preference Forms/Employees on Medical Leave**

Employees on Medical Leave of Absence may submit Vacation Preference Forms between March 15 and April 1 of each year if the employees' anticipated return to work date is before the scheduled vacation date.

10.

November 1, 1988

Mr. Jack Gobs

President

UAW Local 533

1600 N. Union Street

Fostoria, OH 44830

Dear Jack:

During the 1988 negotiations, the Union requested that employees returning from Medical Leaves be treated the same as other employees in scheduling or rescheduling their vacation. In this regard the following guidelines are established:

1. Vacation Scheduling - Employees who are on Medical Leave should, unless it is physically impossible to do so, report to their Supervisor, during the vacation scheduling period and schedule their vacation. Employees who are not physically able to report during the scheduling period should contact their supervisor upon return from Medical Leave to complete the vacation scheduling process.
2. Vacation rescheduling - Employees who are on medical leave during their scheduled vacation time, must contact their supervisor immediately upon return from Medical Leave to reschedule their vacation. It is understood that employees returning from Medical Leave will not be permitted to disturb another employee's schedule, nor should the employee be denied vacation because he was on Medical Leave. While it is expected that the supervisor and employee will resolve most schedules, any disputed cases may be referred to Labor Relations.

This Letter of Understanding is not intended to diminish the rights of the Company or Union as defined under the Collective Bargaining Agreement dated.

Sincerely,

V. Larry Greathouse

Manager - Employee Relations

VLG:pkc

11. Christmas Holiday Periods (10-30-79)

This is to confirm our understanding concerning the Christmas Holiday period provided under this Agreement. The new Agreement is intended to continue the concept of an unbroken Christmas Holiday Period from the day before Christmas through New Years Day (inclusive); a period that encompasses two weekends and six holidays.

12. Holiday Pay - Absence (10-30-79)

This is to confirm our recent conversation wherein you were advised of a change in Company policy, to take effect immediately, to not use an employee's absence from a properly scheduled work assignment on one holiday to disqualify that employee, if otherwise eligible, for holiday pay for an adjacent holiday under the eligibility rule provided in Article IX, Section 21(a)(3), or the Collective Bargaining Agreement, i.e., "...must have worked the last scheduled working day prior to and the next scheduled working day after..." For example, when both "Thanksgiving" and "the day after Thanksgiving" are properly scheduled days of work for an otherwise eligible employee absence on either day will not serve to disqualify the employee from receiving holiday pay for the remaining day. In addition, such absence would not disqualify an otherwise eligible employee from receiving pay for a scheduled paid personal holiday if that day was the preceding Wednesday.

You were also advised that the above policy change has no effect on other administrative policy or contractual provisions related to holidays.

13. Holiday Pay - Discipline (10-30-79)

This confirms our understanding regarding the situation where the duration of an impending disciplinary layoff would encompass or about a holiday or paid personal holiday. Hereinafter, loss of holiday pay will not be included as part of the disciplinary penalty assessed. However, to be eligible for such holiday pay, the employee must meet the holiday pay eligibility provisions of Article IX, Section 21 or Appendix E of the Collective Bargaining Agreement, except the requirement of otherwise being scheduled to work on such day, had it not been observed as a holiday. Nothing herein shall be deemed to alter the Company's rights under Article IV, Section 3 of the Collective Bargaining Agreement as it involves imposing discipline.

14. Federal Income Tax Withholding (10-18-76)

This will confirm our understanding of the methods to be used by Payroll Services in regard to withholding of Federal Income Tax from employee's wages attributed to grievance awards, vacation pay and pay in lieu of vacation from employees wages.

Grievance awards in excess of \$100.00, but involving periods less than one calendar year will be treated as supplemental wages and income tax withholding will be calculated using a flat 20% withholding without regard to any withholding allowances to which the employee may be entitled.

Likewise, pay in lieu of vacation will be treated as supplemental wages and income tax withholding will be at the 20% level.

It should be noted that the 20% withholding only covers the Federal withholding amount.

amount for FICA taxes and state or local income taxes, where applicable, will be in addition to the 20% withheld for Federal Income Tax.

Grievance awards which are less than \$100.00, will be aggregated with the regular payroll and the income tax withholding will be calculated on the total amount.

If a grievance award is made for a period of more than one calendar year, the income tax withholding will be calculated as if the payment were for a single annual period. Thus, in such situations, Payroll Services will use the annual percentage table to calculate the income tax withholding for such awards.

This method would be the same as considering the award as having been paid equally over the preceding 52 weeks. For vacation payments made for time away from work, such payments will continue to be treated as a regular wage payment, i.e., income tax withholding will be calculated as if the vacation payment represented a regular weekly wage payment.

The above methods are dictated by Federal Income Tax Regulations. Therefore, any change or amendment to such regulations will, of necessity, have to be reviewed for compliance with the above changes.

15. Pension Plan - Trust Fund (12-7-76)

Currently, the hourly employees pension trust fund is managed by two trustees. There is a separate salaried employees pension trust fund which is managed by four trustees. This method of trust administration has been re-evaluated and the Board of Directors has decided to effect a new method of administration. For investment purposes only, these pension trust funds will be amalgamated into a single Master Trust, under which several investment managers will be appointed. This decision was based on a number of factors, including the following:

The resultant larger trust fund will permit greater diversification of investments. Investment results will be allocated to the hourly and salaried employees groups based on their respective proportionate share of assets. It will be easier to terminate a trust fund manager who does not perform up to expectations and hire a new manager, since a Master Trustee will have custody of fund assets. The Management of all Company pension contributions and disbursements to retirees through a Master Trustee will result in more efficient use of cash reserves.

This amalgamation of Trusts will not affect the benefit structure of the Hourly Pension Plan applicable to the employees represented by your Union, nor will it affect our funding obligations under the Pension Plan, which will continue exactly as before.

16. Benefit Class Code (10-18-76)

This will confirm our understanding that the Benefit Class Code established under Appendix C of the Bendix Autolite-UAW Retirement Plan for each classification in effect September 15, 1973, shall be determined on the basis of the maximum base hourly rate in effect for each such classification of September 14, 1973.

17. SUB - Automatic Retirement (10-18-76)

The 1973 Supplemental Unemployment Benefit Plan does not provide for the payment of Supplemental Unemployment Benefits of Separation Payments of Employees who are automatically retired or are terminated at or after age 60 for specified reasons and who are not eligible for retirement benefits under the Retirement Plans established by agreement between the Company and the Union.

The arrangement described below, therefore, is hereby adopted with respect to such employees. Any term which is defined in the Plan and which is used in this letter shall have the same meaning in this letter as it has in the Plan.

An employee who is automatically retired from the Company and who is not eligible for a retirement benefit under said Retirement Plan, will receive a Benefit, if other wise eligible, in the same amount and on the same basis that would have applied under the Plan if he were on a qualifying layoff at the time of retirement. Notwithstanding, Section 3 (a) of Article III of the Plan, Credit Units to the credit of the employee at the time of retirement will not be forfeited because of the retirement. The Benefit will be paid for any week for which the retired employee receives a State System Benefit or was ineligible to receive such a benefit because of any of the reasons specified in Section 1(b) of Article I of the Plan or because he is automatically retired from the Company. The duration of the number of Credit Units which are credited to him, as of the date of this retirement, and by the CUCB table contained in Section 4 of Article III of the Plan. The rate of cancellation as set under the Plan, with respect to the week for which the Benefit is claimed. An employee who is terminated at or after age 60, who is not eligible for a Separation Payment under Section I(a), (b) or (c) or Article IV of the Plan, and who does not have the requisite years of credited service for eligibility under said Retirement Plan, will receive a lump sum payment in the same amount and on the same basis that would apply, if Section I(a) of Article IV of the Plan were applicable except that Section 1(f) thereof and the requirement that Seniority be unbroken on the date of application is made shall not apply. Notwithstanding any possible implications to the contrary, the employee shall make application within 24 months from the date of his termination.

Benefits and lump sum payments which may become payable under this letter agreement will be paid by the Company. Company contributions required under Section 5 of Article VII of the Plan shall be reduced by any Benefits and lump sum payments paid hereunder. If contributions are not required under the Plan for any period, or if the contributions required are less than the amounts to be offset, then any subsequently required contributions shall be reduced by the amount of Benefits and lump sum payments not previously offset against contributions. The amount of Benefits and lump sum payments which could not be offset against contributions will be deducted from the market value of assets in the Fund in determining the CUCB under Section I of Article VII of the Plan and in determining whether the Fund equals or exceeds Maximum Funding under Section 2 of Article VII.

18. SUB - Pregnancy (10-18-76)

Notwithstanding any provisions of the Supplemental Unemployment Benefit Plan to the contrary, an Employee on a qualifying layoff who is ineligible for a State System Benefit

for any Week solely because of the pregnancy provisions of the law of the applicable State System, will, if otherwise eligible, be entitled to a Regular Benefit for such Week, subject to the following conditions:

- (1) Prior to the payment of a Regular Benefit for such week, such employee must:
 - (a) Submit written evidence satisfactory to the Company of her ineligibility for a State System Benefit because of pregnancy provisions of the law of the State System, and
 - (b) With respect to such week, file a written application in person, and establish to the satisfaction of the Company that she is able and available for and seeking full-time work to the same extent as though she was receiving a State System Benefit.
- (2) The computation of any Regular Benefit provided for in this letter shall include the amount of the State System Benefit otherwise payable.

Any term defined in the Plan and used in this letter has the same meaning in this letter as the Plan.

19. SUB -- Severe Weather (10-30-79) (Revised 1998)

This letter provides an explanation as to how Company determinations are made that employees are or are not on a qualifying layoff, within the meaning of Article 1, Section 3 of the Supplemental Unemployment Benefit Plan, in the event of severe weather constituting an act of God.

In making these decisions the Company considers the following factors:

- Weather conditions in relation to normally expected weather for the area and the experience of local government agencies and the population in dealing with such weather.
- Existence of legally enforceable government directive affecting a substantial number of employees, that any motorist will receive a substantial fine for any driving in the affected areas.
- Disaster area declarations.
- Weather related experience of other area employers (especially any other automotive manufacturers in the area).
- Road closings in the vicinity of the facility which prevent reasonable access to the facility
- Effect of severe weather on the facility, e.g. collapsed walls, power outages, inability to move stock, etc.
- School closings
- Airport closings
- Government office closings
- Postponement or cancellation of public or private events.

- Shutdown or serious weather-related impairment of rail and truck transportation.
- Attendance and tardiness patterns in the plant and other Company facilities in the area.

No single factor in and of itself may be determinative. These factors are considered as a whole based on a reasonable assessment. The critical determination is the impact of the severe weather, based upon the pertinent factors listed above, on employees and facilities.

During the 1998 negotiations the parties agreed that in conjunction with the above conditions the Company will pay short work week benefits to an employee who is prevented from reporting to work due to the closing of public roads as described by a Level 3 Roadway Emergency issued by local law enforcement officials. An employee's eligibility will be reviewed prior to a determination being made. It was also agreed by the parties during these negotiations that in the case of an employee who reports for work on a day for which a Company determination is made that a qualifying layoff, by reasons of severe weather, exists with respect to employees in such plant who did not report for work, all hours worked by such reporting employee will be disregarded in calculating Compensated or Available hours for the week and such employee shall be deemed to be on a qualified layoff for the shift.

20. Unemployment Compensation Appeal (10-30-79)

During the current negotiations, the Union has requested that it be given notice of any case in which the Company appeals to the courts to protest the payment of State System Unemployment compensation to an employee. The Union has emphasized the relationship to the Supplemental Unemployment Benefit Plan as the basis for this request. Pursuant to that request, the Company will provide the Union the name, docket number, and forum of all such appeals to the courts in which a member of the Unit is the claimant and where the protest of the state system unemployment compensation has resulted in denial of benefits under the Supplemental Unemployment Benefit Plan.

21. Medical Records (10-30-79)

With respect to medical records, employees upon written request may see and obtain a copy of their medical record during non-working hours, except in the rare circumstances in which the Company physician believes that medical reasons make it advisable that the employee's private physician determine what information should be given to the employee and how best to do it. Examples of such situations are psychiatric illness, cancer or prognosis of terminal illness. In cases where the Company physician will provide an employee with a copy of the record, the Company physician may state a preference for either explaining the record to the employee or having the employee authorize release of the record to the personal physician. However, if the employee still wants a copy, and the Company physician concurs, it will be provided.

22. National Health Insurance (Revised 10-29-82)

This confirms our understanding that, notwithstanding Section 10(b) of the H-S-M-D-D-V Program, if during the term of the Collective Bargaining Agreement between the Company and the Union signed today, any national health insurance act (other than a Workers' Com-

pensation or occupational health law) is enacted or amended to provide hospital, surgical, medical, prescription drug, or dental benefits for employees, retired employees, surviving spouses, and their dependents, or vision benefits for employees and their dependents, which in whole or in part duplicate or may be integrated with the benefits under the H-S-M-D-D-V Program, the benefits under the H-S-M-D-D-V Program shall be modified in whole or in any part, so as to integrate or so as to eliminate any duplication of such benefits within the benefits provided by such federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable the benefits provided in the H-S-M-D-D-V Program. Such integration shall not result in persons covered under the H-S-M-D-D-V Program having to pay deductible or co-payments for H-S-M-D-D-V benefits which they would not otherwise pay under the H-S-M-D-D-V Program.

If any such federal law is enacted or amended, as provided in the paragraph above, the Company will pay beginning with the date benefits under such law become available and continuing through the term of the agreement, any premiums, taxes, or contributions that employees who are eligible for Company-paid coverage under the H-S-M-D-D-V Program may be required to pay under the law for benefits which may be integrated with the H-S-M-D-D-V Program. This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits, provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes, or contributions are based on wages, the Company will pay only the premiums, taxes, or contributions applicable to wages received from the Company.

Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the H-S-M-D-D-V Program with the benefits provided by law, shall be retained by the Company.

These understandings are conditioned on the Company obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under the H-S-M-D-D-V Program with the benefits provided by any such law otherwise the Company and the Union shall meet and develop an acceptable alternative to accomplish the intent of this letter for the remaining term of the Agreement.

23. Referral - Difference of Opinion Between Personal and Plant Physician (10-18-76)

For your information, attached is a copy of a Topic "Referral - Difference of Opinion Between Personal and Plant Physician" which is included in the Company Medical Guide.

This explains the Company procedure followed when there is a difference of opinion between a personal and plant physician.

When there is a difference of opinion between the employee's personal physician and the plant physician regarding the employee's physical status, it is the plant physician's responsibility to resolve these differences in a fair and equitable manner. This difference of opinion may be at the time an individual is returning to work following sick leave, at the time of initiating a sick leave or at the time of job assignment.

The disagreement may not always involve the question of the employee's fitness to work, but more frequently involves the question of the individual's capacity to perform a certain

type of work. It may, on occasion, involve the question of disability to the employee.

In most instances this can be resolved by discussing the problem with the employee's personal physician. In some cases broad recommendations are made by the individual's personal physician without full knowledge of the work demands on a specific job assignment. A discussion of the case in question between the personal physician and the plant physician will usually settle any points of disagreement because usually the physicians will agree on the clinical findings of the patient but the personal physician may not have adequate knowledge of the job requirements. The plant physician may review with the personal physician those factors which he considers when placing physical restrictions or limitations on the individual.

These factors are: (1) a condition that may limit his ability to perform his work, (2) a condition which may be aggravated by certain types of work, or (3) a condition which may create a hazard to himself or the safety of others. In such cases, work restrictions or limitations must be established.

When the point in question cannot be resolved by discussion between the two physicians, the plant physician should refer the employee to a consultant for examination and impartial recommendation at Company expense. The plant physician should preferably use a board - certified specialist in the field of medicine in which the point of controversy exists. For example: an eye case should be referred to an ophthalmologist, a back case to an orthopedist, a heart case to a cardiologist or specialist in internal medicine. The job demand should be thoroughly described to the consultant.

24. Employees Incapacitated at Work - Placement and Retention (4-6-79)

It is the practice of the Company to reassign its handicapped or disabled employees to jobs they can perform in accordance with accepted work standards and the seniority provisions of the current Collective Bargaining Agreement. Decisions on when and how to exercise the Company's prerogative under this contractual provision call for the use of sound administrative judgement. The recall, placement, and retention of employees under this section are handled on a case-by-case basis with close cooperation between the physician handling the case, Workmen's Compensation, Safety, and the Labor Relations and Hourly Personnel Activities. The placement of an employee under his subsection may be made, if necessary, by displacing an employee with greater seniority. However, as in the past, cases where an incapacitated employee displaces an employee who has more seniority are extremely rare. Assignments to specific shifts have been done in accordance with the seniority provisions of the current Collective Bargaining Agreement, unless there have been medical restrictions recognized that limit the shift assignment.

26. Escrow (10-18-76)

If a governmental agency having appropriate authority holds that any increase in wages or benefits for which the Collective Bargaining Agreement or any supplement thereto provides is disallowed or postponed, the Company will periodically, as the prescribed payments become due, place in escrow an amount of money equal to that necessary to provide the wages and benefits so disallowed or postponed, if so doing is permissible under Government regulations. The parties will negotiate, without strike, lockout or other interfer-

ence with production, and without arbitration, means of making available to employees any monies so deposited in escrow in a manner that will be permissible under Government regulations.

29. Reinstitution of Grievances (10-28-82)

During the course of 1982 negotiations, the parties acknowledged the necessity of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which both parties subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as being contrary to the purposes for which the grievance procedure was established.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved, the International Union may inform the Corporation's Industrial Relations Staff in writing that such grievance is to be reinstated in the grievance procedure as the step at which the original disposal of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damage, including back pay claims, arising out of the grievance that either are already barred under the provisions of the Collective Bargaining Agreement at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employees or employee involved in the grievance procedure, or in any court or before any federal, state or municipal agency.

Notwithstanding the foregoing, a decision of the impartial umpire or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation and such grievance shall not be subject to reinstatement.

This is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Collective Bargaining Agreement, except as specifically limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the impartial umpire or other grievance resolutions.

It is understood that this letter and the parties' obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Further, it is agreed that none of the above provisions will be applicable to any case settled prior to the effective date of this letter.

30. Cafeteria

Meals will continue to be served consistently on all three shifts, except in those cases where the number of employees is reduced to a level that does not warrant full service operations. In those cases, abbreviated cafeteria services (including vending) will be utilized.

31. Tuition Refund Program (Revised 11-4-88)

The Tuition Refund Program, established by the Company following the 1964 negotiations, is revised effective November 4, 1988 as follows:

Under the Program, the Company refunds tuition up to \$1,500 per calendar year (up to \$2,000 per calendar year for approved courses taken at an accredited college) to seniority employees on the active employment rolls who satisfactorily complete after-hours courses approved by the Company at accredited universities, colleges, business schools, high schools and trade or vocational schools. The training may be either job related or for the employee's advancement within the Company. Employee participation in the program is administered by the Company under terms and conditions established by it from time to time.

The grievance Procedure set forth in Article VII of our Collective Bargaining Agreement has no application to, or jurisdiction over, any matter relating to this Program.

1. General - Rules

Participation in this program must be voluntary and class attendance and homework assignments must be completed on the employee's own time. The hours an employee spends in attending classes and completing homework under the program will not be considered as hours of work and the employee will not receive any pay from the Company for this time. Special shift Assignments will not be made to enable an employee to attend class.

The employee must be on the active payroll at the end of the course, term or semester in order to be eligible for a tuition refund, unless the employee is laid-off. An eligible employee will receive a refund of the full amount of the tuition and compulsory fees for an approved course or courses up to a maximum of \$1,500 during the calendar year (\$2,000 for the calendar year for credit courses taken at an accredited college.) Such costs for approved courses will be refunded under the program upon satisfactory completion of such course, term or semester.

An employee will normally be disqualified for tuition refund when he completes a course with less than a passing grade or does not complete courses because of a "drop out" or "incomplete" entry in the course record.

When circumstances beyond the control of the employee, such as overtime assignments, illness, shift changes, etc., are considered to have been a contributing factor, local management may approve tuition refund for courses completed with less than a passing grade or for incomplete courses. Refunds for incomplete courses will be only for the amount not reimbursed by the school.

II. Eligibility

A. Employees

Any seniority hourly employee who is on the active employment rolls of the Company will be eligible to apply for participation in the program.

B. Courses

1. All courses required for grammar or high school graduation or high school equivalency certificate.
2. Business, trade, or vocational school courses or adult education classes related to the job of the applicant or related to hourly or salaried jobs for which the employee may qualify in the foreseeable future.
3. Colleges and university courses that are related to hourly or salaried jobs in the Autolite Division.
 - a. Courses related to the job of the applicant. (This would apply primarily to skilled employees)
 - b. Courses that could enhance the employee's ability to contribute to the Company. (This would apply primarily to hourly employees who management feels have the potential for possible consideration for supervisory or other salaried positions.)
4. College and university degree programs, related to salaried jobs in the Autolite Division. (This would apply only to hourly employees who management feels have the potential for possible consideration for supervisory or other salaried position.)
5. Management will decide if proposed courses are appropriate.

C. Institutions

These will normally include institutions accredited by generally recognized accrediting agencies and those which are approved under Governmental education and training programs such as the GI Bill of Rights. Management will determine if institutions are qualified. For purposes of providing a specific reference for identifying qualified educational institutions when approving applications for enrollment, the following should be used.

Accredited Colleges and Universities

Reference: Education Directory, Part 3, "Higher Education" issued annually by the United States Office of Education. Available from the Superintendents of Documents, United States Government Printing Office, Washington D.C.

Accredited Secondary Schools

Reference: Directory of Private State Accredited Schools. Available through State Offices of Public Instruction.

Approved Business Schools, Trade and Vocational Schools

Reference: Directory of Private State Approved Schools. Available from State Offices of Public Instruction.

III. Approval of Applications

- A. Interested employees will determine what courses are available and contact their representative prior to enrolling in the desired course.
- B. The Representative will provide the employee with an appropriate application form. Revised Form FOS - 7938 Application of Enrollment of Hourly Employee in Autolite Tuition Refund Program, is available for use at the discretion of Management.
- C. The Representative will obtain the signatures required and, if approved, distribute the form as follows:
 - 1. Employee record copy
 - 2. Representative copy
 - 3. Employer copy
 - 4. Controller copy

IV. Enrolling in Course

The employee will arrange for admission and arrange his own class schedule.

V. Refund

- A. The employee will furnish the Representative with a receipt showing payment for the course and evidence that the course was completed with a passing grade within 60 days of completion of the course. Exception to the 60-day limit may be made at the discretion of the Representative.
- B. It is the intent of the Autolite Tuition Refund Program that participants who are covered by benefits resulting from service in the armed forces, government or scholarship aid will be eligible for a refund only on that portion of the tuition in excess of the amount of such benefits.
- C. The cost per employee is limited to \$1,500 for tuition and compulsory fees for approved courses which end in any one calendar year (\$2,000 for approved courses taken at an accredited college). Compulsory fees will be refundable only where all students must pay the fee to take a given course. The types of fees which may be approved are registration fees, enrollment fees, health services fees, laboratory fees and general fees charged in lieu of tuition. Excluded are fees or payments for books, supplies, transportation, parking, meals, recreational activity, graduation, and all other fees.
- D. If a refund is to be given, the Representative should prepare a request for check and forward it to the Controller's Office.

E. For successfully completed courses, the Representative should prepare a request for check and forward it to the Controller's Office.

VI. Employees who have their approved classes cancelled, substitute classes will be handled on an individual basis.

32. Bereavement Pay (Revised 7-20-98)

The purpose of this communication is to review the eligibility requirements, pay provisions procedures and general Company rules concerning Article IX, Section 18, Bereavement Pay, of the Autolite - UAW Collective Bargaining Agreement.

Eligibility Requirements

1. An employee hired or rehired on or after the effective date of the 1973 Autolite - UAW Collective Bargaining Agreement must have acquired seniority to be eligible for Bereavement Pay.

2. The deceased must be in the employee's immediate family which shall be limited to the following members:

Current Spouse - The legal husband or wife of an employee. An employee's divorced spouse is excluded.

Parent - The legal mother or father of an employee, either by birth or by adoption.

Stepfather - The husband of one's mother by a subsequent marriage.

Stepmother - The wife of one's father by a subsequent marriage.

Grandparent - The legal mother or father of an employee's parent.

Parent of Current Spouse - The mother-in-law or father-in law of an employee.

The parent(s) of a divorced spouse is excluded from consideration.

Stepfather-in-law - The husband, by subsequent marriage, of the mother of one's wife or husband.

Stepmother-in-law - The wife, by subsequent marriage, of the father of one's wife or husband.

Grandparent of Current Spouse - The legal mother or father of an employee's current spouse's parent.

Child - The legal son or daughter of an employee either by birth or by adoption.

Stepchild - The child of one's wife or husband by a former marriage.

Grandchild - The legal child, either by birth or adoption of an employee's legal son or daughter, either by birth or adoption.

Brother or Sister - The relationship that is established by having the same parents or one parent in common by birth or legal adoption.

Stepbrother - A son of one's stepparent by a former marriage.

Stepsister - A daughter of one's stepparent by a former marriage.

The employee must make written application and, upon request present substantiating evidence of his relationship to the deceased and of attendance at the funeral. Acceptable

evidence of relationship to the deceased may be in the form of a published obituary or church notice or record that lists the employee as a member of the immediate family, a copy of the death certificate or birth certificate. Also, a statement from the employee's supervisor or other member of management, who may have personal knowledge of the employee's relationship to the deceased would be sufficient to establish this fact.

The employee's statement that he attended the funeral normally will be accepted, but, where abuse is suspected, substantiating evidence such as a statement from the funeral director may be requested.

In administering this phase of the provision, personnel should keep in mind that it is not the Company's intention to impose an unnecessary or unreasonable burden of proof upon the employee, but simply to insure that this provision is not abused. Put another way, it will not be the requirement in each case to secure massive, air tight proof, but the facts should be sufficiently established to assure that misapplication or abuse does not occur. A greater degree of control will be necessary in the case of covered step-relatives and grandparents to assure that misapplications or abuse does not occur.

3. An employee may be eligible to receive bereavement pay more than once in any calendar year; however, in the case of simultaneous deaths in employee's immediate family, or deaths occurring within the same three (3) / five (5) day period, only one bereavement payment shall be made for any one day. For example, if two such deaths should occur one day apart, and employee was to be off for three (3) days the employee would be eligible for four days, if two such deaths should occur one day apart when the employee was to be off for five (5) days the employee would be eligible for six (6) days, if two deaths should occur one day apart, and the employee was to be off for five (5) days and employee is to have three (3) days off employee would be off for five days, if two deaths occur one day apart where employee is to be off for three (3) days and another death occurs where employee is to be off for five (5) days the employee would take six (6) days off.

Pay Provisions

1. The employee shall receive pay for up to three (3) of five (5) regularly scheduled days of work during the three (3) / five (5) days (excluding Saturdays and Sundays and regular days off in the case of seven day operations) immediately following the death. As a matter of policy, holidays are also excluded. Days the employee is not regularly scheduled to work because he is on vacation, on layoff, or on leave of absence are not excluded, however, an employee who is granted a personal leave of absence expressly because of illness of a member of his immediate family who subsequently dies during the stated period of the leave will be eligible for bereavement pay. (See attachment for various scheduling examples).
2. For purposes of determining days for which bereavement pay will be provided the bereavement period shall begin on the first full day of absence following death. Thus, it may begin on the day of the death if the employee has performed no work that day, or if he has performed work, it shall begin the following day.
3. The requirements that the bereavement period shall begin on the first full day of absence following death and shall be the three (3) / five (5) regularly scheduled days of work during

the three (3) / five (5) days (excluding holidays and Saturdays and Sundays and regular days off in case of seven-day operations) immediately following death are waived when the date of the funeral is outside the three (3) / five (5) day period. In these situations, bereavement pay will be made to eligible employees for any three (3) / five (5) regularly scheduled days, not necessarily consecutive, up to and including the date of the funeral. To cite an example for three-day bereavement, if the death occurs on Sunday and the funeral is held on Friday, an employee would be eligible for any three days of absence from regularly scheduled work occurring Monday through Friday.

In addition, if in the opinion of local management travel considerations in attending a funeral are involved, up to two calendar days immediately following the funeral may be considered as part of his three (3) / five (5) day bereavement pay eligibility period, provided such days are within the employee's regular five-day workweek and he is scheduled to work such days. Calendar days for this purpose included holidays and Saturdays and Sundays or regular days off in the case of seven-day employees. For example, where a funeral is held on Friday and local management determines two days return travel time is required for five-day Monday through Friday employee, Saturday and Sunday would be the calendar days immediately following the funeral and, as they are not within his regular five day workweek, bereavement payment would not be made for these two days. On the other hand, for a seven day employee who is scheduled to work on Saturday and Sunday as part of this 40 hour workweek, such days could be considered for bereavement payment.

4. Payment may not exceed eight hours per day and shall be at the employee's regular straight ~ time hourly rate, including cost-of-living allowance and excluding all premiums, on the last day worked.
5. Paid absence time because of bereavement shall not be counted as hours worked for purposes of overtime.

Procedure

1. The employee should make application at the Hourly Employment Activity on Form 7919 (Application for Bereavement Pay).
2. Form 7919 should then be returned to the Hourly Employment Activity for additional verification if deemed appropriate or necessary, and for authorization of payment.
3. Where verification has been made, the Hourly Employment Activity should complete Form 7919 after insuring the accuracy of the date shown, by listing the total number of hours payable and the rate of pay for which bereavement payment should be made. After the authorizing signature of the Labor Relations supervisor has been obtained. Form 7919 should be distributed as follows:
 - a. Original - retained by the Hourly Employment Activity to be filed in the employee's Hourly Personnel jacket.
 - b. Duplicate - Payroll
 - c. Triplicate - Supervisor

General Rules

1. An otherwise eligible employee must work his last scheduled working day prior to, and his next scheduled working day following a holiday in the same workweek to qualify for holiday pay, even though a bereavement day intervenes between the holiday and such scheduled day. For example, when the holiday falls on Wednesday, an employee's days for which he receives bereavement pay are Monday, Tuesday and Thursday, he must work on Friday (his next scheduled working day following the holiday) in order to qualify for holiday pay. In the case where an employee receives bereavement pay for five (5) days and the holiday is on Wednesday, an employee's days for which he receives bereavement pay are the previous Thursday, Friday, Monday, Tuesday, and Thursday, he must work on Friday (his next scheduled working day following the holiday).

2. **Vacation**

The day(s) an employee receives bereavement pay shall not be counted as day(s) of absence in computing hours of vacation entitlement.

3. **Retirement**

For each hour the employee receives bereavement pay from the Company he shall be given credit in computing future service credits under the retirement plan.

4. **SUB**

Any week or part thereof in which an employee is absent and receives bereavement pay shall be counted for accruing SUB credit units.

5. **Daily Report of Time**

Days of absence because of death in the immediate family, even though the employee may be eligible for bereavement pay for these days, will continue to be recorded as absent time on the supervisor's Daily Report of time in the same manner as heretofore.

Application of Bereavement Pay

Example

1. The first day of absence because of death in the immediate family occurs on Friday. In the case of three days of bereavement the employee would be eligible for bereavement pay on Friday and the following Monday, Tuesday, Wednesday and Thursday.
2. The first day of absence occurs on Monday. The employee is not scheduled to work on Wednesday because it is a holiday. Eligible days of bereavement, in the case of a three (3) day bereavement, are Monday, Tuesday and Thursday. In the case of a five (5) day bereavement, eligible days are Monday, Tuesday, Thursday, Friday and the following Monday.

33. Bereavement Pay – Cremation (10-30-79)

During the current negotiations, the Union inquired concerning the Company's policy regarding the application of Article IX, Section 18, Bereavement Pay, when a member of an otherwise eligible employee's immediate family, as defined in Article IX, Section 18, died and the body

was cremated.

The Company agreed that on or after December 3, 1979, in such cases when a bona fide memorial service is held at a funeral home or a place of worship in the same community area at the time of cremation, attendance at the memorial service would satisfy the requirement of Article IX, Section 18.

34. Notification – Union Leaves of Absence (10-18-76)

With respect to the three – day written advance notice requirement as provided for under Article VIII, Section 25(a) of the Agreement, it is recognized that such notice requirement may, under certain unusual circumstances be impossible to fulfill.

Therefore, if upon occasion, advance notice of three working days is impossible, that requirement shall be lessened by Management, provided, however, that the purpose of the Leave is expressly for normal Union business.

35. Inverse Seniority (Revised 11-4-88)

To implement the concept of inverse seniority within the guidelines outlined in Article VIII, Section 17(3), of the Agreement, the Company and the Union agree that the following provisions shall apply.

- (a) An employee with more than ten years of seniority who desires to exercise an inverse seniority option within his classification and department may request such deviation from the regular Article VIII provisions. However, an employee experiencing 25 absences (A,P, M codes) within the last 52 weeks is ineligible to exercise this option.
- (b) The right for an employee to exercise an inverse seniority option does not become effective until the applicable layoff is for a definite time and limited duration, unless the Company chooses to designate a layoff as appropriate for inverse seniority option. In Article VIII, 17(a), a temporary layoff is defined as a layoff of not more than twelve working days. Thus, the inverse seniority option is not operative unless the layoff period exceeds twelve working days, and is for a definite time and limited duration or Company designated.

It is agreed that Kiln Load and Unload employees are eligible to exercise an inverse seniority option during the Christmas holiday plant shutdown periods.

- (c) Subject to the provisions of Article VIII, Section 12, a reduction in force will be accomplished with employees being laid off in the following manner:
 1. Probationary employees will be laid off initially.
 2. Employees with less than one year of seniority will then be laid off according to seniority.
 3. Employees with ten years or more of seniority who have submitted requests for an inverse seniority layoff will then be laid off in the inverse or descending order of their seniority in their classification and department, with the most senior employee being laid off first. Only two (2) inverse requests will be honored at one time for any designated classification.

4. Employees with more than ten years of seniority who chose not to submit requests for an inverse seniority layoff will be laid off following the procedures in Article VIII, Section 12.
- (d) Requests for Inverse seniority Layoff forms are available in the Hourly Personnel Department. An employee with more than ten years of seniority is to complete the request form and submit it in the Hourly Personnel Department any time prior to two weeks before the date of a scheduled layoff. Such requests may be voided at the option of the employee who certifies to that effect in writing any time prior to the Tuesday before the weekly Move Sheet is prepared for the following week. An employee's request is nullified when he changes job classification for any reason. Once a request for Inverse Seniority Layoff has been voided by an employee, such employee may not submit another request for a period of six months from the date an earlier request was voided. The Union will be provided copies of Request for Inverse Seniority Layoff form submitted and voided employees.
 - (e) Employees who have been laid off according to this Memorandum of Understanding will be recalled in ascending order of seniority after the normal recall procedure has been followed, subject to these exceptions:
 1. An employee exercising an inverse seniority option will be recalled prior to employees with one year or less of seniority.
 2. An employee exercising an Inverse Seniority option may be recalled to his former job at any time at the discretion of the Company to fill a permanent job opening in his classification for an opening of three weeks or more.
 3. After thirty days of an Inverse Seniority Layoff, the Company can at its discretion rescind the Inverse Seniority Layoff and displace a less senior active employee in the affected classification by placing him in a regular seniority layoff, in accordance with the provisions of Article VIII of the Agreement.
 4. The employee being recalled by the Company from an inverse seniority layoff will be returned to the regular shift worked by the employee prior to his commencing the inverse layoff, if his seniority allows that shift assignment.
 5. An employee exercising an inverse seniority option will be advised of the estimated duration of the layoff. However, 90 calendar days will be the maximum period of such an Inverse Seniority Layoff, unless the employee prefers to remain on layoff beyond that period. An employee who wants to return to work at the end of 90 calendar days may notify the Company in writing two weeks before the end of the 90 calendar day period, and such employee will be recalled within two weeks. If the employee chooses to remain on an Inverse Seniority Layoff in excess of 90 calendar days, such employee may do so and will be recalled at a future date at the option of the employee, who is to notify the Company in writing two weeks ahead of time.
 - (f) Employees classified in Appendix F are eligible to exercise an Inverse Seniority Layoff option. Apprentices covered by an Apprenticeship Agreement between Company and Union are not eligible to exercise an inverse seniority option. It shall be at the option of the Company whether or not to allow inverse layoffs by Appendix F employees with less than one year of seniority.

- (g) Employees exercising an Inverse Seniority Layoff option and who are laid off will not be permitted to return to work to be replaced on layoff by other employees during the period of limited layoff.
- (h) No more than one inverse seniority option may be exercised by any one employee per year to be calculated from the employee's return from layoff date.

36.

GLOBAL COMPETITIVENESS

During the course of the 1988 contract negotiations, the parties discussed at length the need to be competitive on a "Global" basis. The parties have agreed that if we are to compete in a global spark plug industry, then continuous improvements must become a way of life. To that end, the parties agree to address new and innovative methods of conducting future plant operations. To ensure the achievement of this objective, the Company and the Union agree to establish a "Job Security and Operational Effectiveness Committee" to meet competition in a world market.

In addition, the Union reaffirms its commitment to a fair days work for a fair days pay.

37.

November 4, 1988

Dear Mr. Brummitt:

In recognition of a 5-year competitive contract the parties extensively discussed, during the 1988 negotiations, the issue of job security for employees at the Autolite plant in Fostoria. As we agreed during these negotiations the best way to improve our business and have any measure of job security is to position Autolite to be competitive on a global basis.

During these 1988 negotiations the parties have recognized these extreme global competitive pressures in the markets which we serve. As a result, the parties have jointly affirmed their commitments to continuous improvements in the quality of our products and services. The parties also agreed that they must work together to search out innovative ways for never ending improvements to serve our customers.

As we all have come to realize, Autolite is an Automotive supplier plant in a business that is highly competitive worldwide, compounded by a shrinking market.

The Company has no current plans to relocate any of its production operations, and in fact, is forecasting significant capital investments for the Fostoria Plant. The parties recognize that this capital investment will enhance the Company's ability to provide quality products at a competitive price. Toward this end, and subject to business conditions, the Company has forecasted it will invest approximately \$25 million of capital in the Fostoria Plant during the 5-years of this Agreement. This forecasted investment along with our commitment to employee involvement, is an indication of our firm commitment to make the Fostoria Plant competitive with the markets which we serve.

While these capital investments are forecasted, a significant portion has not yet been approved. As we have discussed, and the Union agreed, forecasts have to be responsive to changed market and business conditions.

If it becomes necessary for the Company to consider the transfer or permanent discontinuance of any of the Fostoria operations, it will immediately notify the Union and provide the reasons for such consideration. In no event, however, will such notifications occur less than ninety (90) days immediately preceding such transfer or discontinuance.

Sincerely,

Sam W. Harmon

Director - Employee Relations

SWH:pke

40. Alternate Work Program

During the 1993 negotiations, the parties agreed that as part of our efforts to reduce cost, and to reduce the risk of our employees losing income due to on-the-job injuries/illnesses or medical leaves where light duty work is recommended by the appropriate physician(s), to identify certain alternate work for this purpose.

The intent in this case is not to establish "super seniority" for employees that are injured or suffer illness to displace a more senior person. However, an affected employee placed on alternate work would be immune from being displaced for a period of up to 30 days.

The following is a listing of alternate work. This listing will be reviewed periodically by the parties.

Caps on Split Fire Plugs

Sorting

Feed Packers

Pick Insulators

Re-packs ~ tear down and repack

Cycle Checks/Counts

Housekeeping

Filing

Answering Phones ~Switchboard

Posting of Bulletins, Charts

Stuff Envelopes

Inventory

Copying

Organizing Files

Separate Checks

Data Entry or Computer Work

41. MANUFACTURING ORGANIZATION LETTER

June 8, 1998

Mr. Ron Mills, President U.A.W. Local 533

1600 North Union Street

Fostoria, Oh 44830

Dear Ron:

During the course of the 1998 negotiations, the parties discussed at length the need for change in order for Fostoria to survive and succeed in the global spark plug industry, which led us to agree upon the High Performance Partnership as set forth in the attached Letter of Understanding.

During negotiations, we also discussed numerous approaches to achieving the level of productivity needed to remain competitive. These are summarized below, and some are described in more details in the attachments to this letter.

Quotas

The Company intends to eliminate all implied or previously understood production levels in any operating department that prevent or retard the principle of continuous production and utilization of human resources at the Fostoria, Ohio location.

Total Productive Maintenance

Machine up time, throughout and overall equipment effectiveness are key factors supporting business growth and future competitiveness. The principles of Preventative Maintenance and Total Productive Maintenance will be employed as a disciplined cost effective approach to improving the utilization of our capital assets. A steering committee consisting of participants from the technical communities and leadership within the organization will be structured to provide ongoing direction and support, and to develop recommendations to ensure the effectiveness of TPM.

Periodically, the make-up of the committee will be reviewed to ensure that the appropriate skills and stakeholder needs are being reflected, and that the Committee is performing effectively. (see attachment 1)

Quality Control

The Company has indicated its intent to re-engineer functions associated with quality activities be relocating certain activities to newly created and existing classification. (see attachment 2)

Specifically, during negotiations, the parties discussed that establishment of a new Quality Technician classification, to be filled as follows when it is implemented: The new classification will be considered to include the current SPC Coordinator and SPC Technician classifications. Additional requirements will be offered to the employees in the Floor Inspector and Receiving Inspection classifications in order of greatest seniority.

Skilled Trades

The parties have discussed and reviewed the need for a focused effort for the Skilled Trades

ensure that the Skill base does not erode, and that it remains up-to-date with technological change in the location production systems. The parties also saw the need for a Joint Committee to proactively review the training and apprenticeship efforts to support the business.

Continuous Production

The parties have recognized the benefits of establishing continuous production, and discussed numerous approaches to achieve this objective. The parties agree that continuous production can be achieved under the existing Collective Bargaining Agreement. Management will implement a pilot approach based on an 8-hour shift consistent with our discussions. Should this objective not be achieved after a reasonable period of implementation, Management will consult with the Union prior to revising the approach.

Modern Operating Principle (MOP)

In December 1997, the parties established a plan to apply MOP. Given the potential differences in extending MOP ideas to these areas of the plant, the Company intends to review each area of the plant and to develop an appropriate plan for each area based on its work content, customer requirements, etc. It is understood that modifications required, if any, in the terms of the Collective Agreement (for example, establishing wage rates for newly created classifications) will be subject to mutual agreement by the parties.

New Business

The parties, as part of the dialogue in the negotiations, saw the need for the Fostoria location to become more active in discussion of the new business and growth opportunities, and will meet on an on-going basis as discussed.

Modern Operating Approach

The parties have reviewed the Vision for Fostoria, and understand the need for the Fostoria Production System to be successful. That success will require a critical review of resources to ensure the plant empowers employees to provide products at the lowest cost, shortest lead time and highest quality to all customers.

Job Classification Task

The parties recognized the need for a constant review of the manner in which work is performed to ensure that tasks required have flexibility to meet challenges presented by the market place.

Equipment Utilization

The parties recognized the need for efficient and productive utilization of the manufacturing operations at the facility. Increase in equipment up time is critical to the joint success of the parties.

As we move forward to achieve our objectives, it is not our intent to circumvent the terms of the Collective Bargaining Agreement, but to focus on the future of the Fostoria, Ohio facility.

Sincerely,

William Scott

Human Resources Manager

42. Quality Control Re-Organization

June 8, 1998

Mr. Ron Mills, President
U.A.W. Local 533
1600 North Union Street
Fostoria, OH 44830

Dear Ron:

In my earlier letter regarding goals for change at the Fostoria Plant, I outlined the plans for creating a new Quality Technician classification and for how it will be filled. This plan will be expanded as follows.

The employees in the Production Auditor classification will be offered opportunities to be transferred to the new classification on the same basis as the people in the Receiving

Inspection and Floor Inspection classifications. In doing so, these employees all will be considered to be in one group for purposes of seniority. When there are no more employees available in these classifications for openings in the Quality Technician classification, such opening will be filled through the normal bidding process. Any employee who has refused a transfer to Quality Technician under this arrangement would have to bid in order to be considered for the job again in the future.

Sincerely,

Fleming Scott
Human Resources Manager

43. Material Handler – Department 9 (06-01-98)

The parties have agreed to resolve this item with understanding outlined in Chuck Linville's memo attached.

The understanding by clarity to the Pack Code situation lines in changeover. ASF production (small insulators) and BF production lines (big insulators and limit of 5 lines by the handler).

44. Retiree Supplemental Coverage – Life Insurance

The parties have agreed to the following understanding, regarding Retiree Supplemental Coverage. The Company will send to each Retiree a bill in January of each year for the employee to pay for their supplemental coverage. The billing will indicate the amount due and remittance address.

The Company also agreed to review and correct situation where retirees have not received billings after the changes by the Retiree Benefits Administration unit.

47.

July 8, 1998

Mr. Ron Mills, President
U.A.W. Local 533
1600 North Union Street
Fostoria, Oh 44830

Dear Ron:

This will confirm our agreement, reached on June 17, 1998 during negotiations, with regard to the Injection Molding job classification.

This classification will be placed in Group 3Y at its current wage rate of \$15.025 per hour.

Sincerely,

Fleming Scott
Human Resources Manager

48. Overtime Administration

The Company reaffirms its commitment to address overtime administration by making the appropriate modification in the process. The parties have discussed automating the process to eliminate some of the administrative issues.

49. Total Production Maintenance

Mr. Ron Mills, President
U.A.W. Local 533
1600 North Union Street
Fostoria, OH 44830

Dear Ron:

Thank you for your letter of this morning regarding matters related to our goals for revitalizing TPM.

The essential concern and responsibility of management is the longterm success of the business for the benefit of our customers, our shareholders and the employees who work in the Fostoria organization. We believe that the most effective and desirable way to work toward these goals is in partnership with the key stakeholders, which include the UAW.

We have had many excellent discussions along those lines during these negotiations which often have produced ideas and solutions that are far better for both the business and the employees than those that either party could have developed without each other's help. This is the kind of working relationship with the Union that the new management team looks forward to.

We have had difficulty in creating an approach to some aspects of TPM that both parties can fully support. Although we have not been able to resolve this so far, time is on both our sides with regard to this issue. TPM is just one of the critical priorities we have right now at the plant, and the revitalized TPM program will not be launched for several months. By that time, we also will have had more opportunity to work together, and learn what partnership means to all of us in dealing with the concrete issues and goals. Discussing the particular ways we will structure joint activities will no doubt be much more meaningful than can be now.

While complete development of TPM implementation plans can be deferred, Management is firmly committed to working in partnership with your Union on TPM and all the other matters that are so crucially important to Autolite's stakeholders. Based on the exchange of ideas and views we have had in negotiations, we are confident that this will be accomplished.

Sincerely,

Fleming Scott
Human Resources Manager

51. Modern Operating Plan

During the 1998 negotiations, AlliedSignal-Autolite and U.A.W. Local 533 recognized the need for Modern Operating Plan to address the needs of the business, its shareholders, its employees while ensuring the long term success required for a successful business enterprise. Toward that end the parties have agreed upon a labor/management partnership that is fostered by openness, trust, and respect which will recognize the full work potential and dignity of all employees to meet the central needs for an effective plant operation.

The High Performance Partnership that the parties have agreed to addresses the continuing need to have the business meet the challenges and a competitive market place. The High Performance Partnership pledges both parties are committed to maximizing productivity and profitability through the Modern Operating Plan and Employee empowerment which will focus on the fair treatment of all employees through the concept of a fair days work for a fair days pay.

The parties also recognized the need for change. Jobs, systems and processes must be considered and changed where practical to have the stability and base discipline needed for the Fostoria Production System to achieve the lowest cost, highest quality and shortest lead times to become competitive, in an ever changing business, market place.

The parties agree that the business must be managed to be successful, to that end the parties must be committed to providing the support and resources necessary for Fostoria to achieve its goals.

In pursuit of new business and growth and to meet the challenges of competition the parties also recognize the need to maximize productivity and profitability in a safe efficient manner. Human resource and equipment utilization are key drivers to the success sought by the parties if the need for survival of the Fostoria location is to be realized.

The parties also recognized the need for barriers that will prevent them from achieving the level of performance be addressed, thus the need for continuous production is critical to the joint success sought by the parties.

The parties agree through their collective efforts, the needs of both parties can be realized and preserved the business for the Fostoria location.

Phase in

Initially implemented on a pilot basis to selected line(s), with voluntary participation.

Extended to other lines as feasible and based on what is learned from the pilot.

When affected lines/classifications no longer can be filled by qualified volunteers, any remaining jobs will be subject to the posting procedures.

It is understood that one Setter will not be expected to be responsible for performing all setup work for a line.

Joint Steering committee will be continuously involved in planning and monitoring details of implementation.

Target is to achieve plant wide implementation in two years.

Pay Rates

Assembly Tech Assistant	\$15.907
Assembly Tech C	
Trained on Belt Line Set Up, or Print and Glaze Set Up, and Pressure Seal Set Up	\$16.085
Assembly Tech B	
Sets Up any combination of Machines	\$16.245
Assembly Tech A	
Leader Duties	\$16.495

Employees in progression will be placed in the relative position in their range.

Filling the New Classifications

Employees in an affected department and whose present job is being combined into one of the new jobs will be moved as described below.

Spark Plug Assemblers will be moved into the new Assembly Technician Assistant classification on a voluntary basis.

Material Handlers whose jobs are being eliminated and whose duties are being absorbed into the new classification will be moved into the new Assembly Technician Assistant classification on a voluntary basis.

Employees in the Print and Glaze, Pressure Seal and BeltLine Set Up classification will be moved into the Assembly Technician "C" classification on a voluntary basis.

Employees in the Assembly Technician "C" classification will be moved into vacancies in the Assembly Technician "B" classification on the basis of Seniority, Merit and Ability

Employees in the Assembly Technician "A" classification will be filled on the basis of Seniority, Merit and Ability as set forth in Article IV, Section 2 of the contract.

Other Considerations

1. Volunteers will be accepted from employees currently working on the pilot line on a seniority basis.
2. Pilot line volunteers will be provided with ample meeting time.
3. Pilot line volunteers will be provided with the training and resources necessary to effectively and efficiently perform in their new capacity.
4. The Company will provide a schedule.
5. The Company is committed (during the course of the agreement) to develop their such that they are fully capable of completing all set ups in line with Documented Instructions.

52. High Performance Partnership

U.A.W. Local 533 and AlliedSignal Fram/Autolite Fostoria, Ohio mutually agree and pledge themselves to a partnership which will promote cooperation and involvement for the preservation of the Spark Plug business in Fostoria, Ohio and for the mutual benefit of the Company and its employees.

This Agreement promotes the continued development of a labor management partnership fostered by openness, trust and understanding resulting in a working environment which recognizes the full work and dignity of all employees and facilitates their individual growth and accomplishments toward the central needs for effective and efficient plant operation. In striving toward the achievement of a High Performance Partnership U.A.W. Local 533 and AlliedSignal Fram/Autolite management are committed to maximizing productivity and profitability, through employee empowerment and the fair consistent treatment of all employees.

This Agreement supports the needs for the parties as partners to study, test, and implement fair and reasonable mutually agreed to joint initiative, on least a trial basis which are aimed at accomplishing and maintaining a High Performance Partnership.

In support of this Agreement, it is recognized that the Union has a legitimate role in assuring appropriate fairness and due process for all existing and new employees. In addition, it is expected that the U.A.W. Local 533 leaders will be active and constructive participants in fostering the High Performance Partnership and that Management will fully cooperate in a constructive manner in order to insure the success of any joint effects.

The U.A.W. Local 533 and AlliedSignal Fram/Autolite are strongly committed to this High Performance Partnership work agreement as a means of promoting a strong labor/management relationship necessary to supporting the need for a share in the success of the Company.

53. Benefit Changes

During the 1998 negotiation the company agreed to the following changes to the respective benefit plans as indicated below:

Group Health Improvements

Vision frame acquisition increased from \$35.00 to \$45.00

Blue Cross/Blue Shield coverage expanded to include:

1. Pap Net or Pap Smear
2. Prostate Specific Antigen (annually at age 40+)
3. Dental injury clarification

Amount is to be added on a pilot basis as an alternative option to Blue Cross/Blue Shield.

Open enrollment October 1, 1998

Effective November 1, 1998

Reversion October 1, 1998 to October 1, 2000

August and September informational meetings at the Union Hall.

- ◆ Husbands and wives working at Autotite can select both Paramount and Blue Cross/Blue Shield in order to have separate coverage.
- ◆ Paramount coverage (not all included)
 1. Primary care physician
 2. Specialist office visits
 3. Well child care
 4. Periodic Health assessment
 5. Immunization and injections
 6. Hospitalization
 7. Dental emergency
 8. Speech therapy
 9. Long term illness care

4. Perfect Attendance Award Program

The quarterly award for perfect attendance is \$50. The award is cumulative up to the maximum quarterly payout level indicated below. Each attendance violation will cause the award to reset to the \$50 level in the quarter after the violation takes place. The award will begin to re-accumulate in subsequent quarters up to the maximum payout for that year. The maximum annual payout for each year of the contract is indicated below.

Awards may be taken as either a merchandise gift certificate or cash. Employees will have the opportunity to choose payment method on an annual basis at the beginning of each year. This payment choice program will become effective 1/2/02.

The Company and the Union will renegotiate this program at the end of the contract period.

Year	Program Descriptions	Maximum Payout/Quarter/Year
2001	Current Perfect Attendance Program	\$200/\$500
2002	No Reset Unless Absent	\$200/\$800
2003	No Reset Unless Absent	\$200/\$800
2004	No Reset Unless Absent	\$250/\$1000
2005	No Reset Unless Absent	\$250/\$1000
2006	No Reset Unless Absent	\$250/\$1000

55. Eight Hour Work Day, Skilled Trades

The Company will accept the Union proposal to change the shift to a 8 hour day with the understanding that skilled trade coverage will be provided for the entire shift except for relief periods. Specific start and stop times will be consistent with coverage for production shifts.

56.

20500 Civic Center Drive
Suite 4001
Southfield, MI 48076

AlliedSignal Inc.

July 17, 1998

Fleming Scott
AlliedSignal Inc.
1600 North Union Street
P.O. Box 880
Fostoria, OH 44830

Dear Fleming:

This is to clarify in general how expenses in accidental dental injuries are processed. The portion of the expenses for the initial treatment that is necessary to stabilize the injury or trauma to sound natural teeth such as emergency room expenses, x-rays, tooth extraction, or reconstructive surgery would be processed under the medical plan. Expenses for crowns, bridges, or oral surgery (things that are normally covered under the dental plan) would be processed under the dental plan.

When claims are submitted by the providers, there is either a medical or dental code assigned to identify the procedure. This code determines which plan the bills are directed to. In the future, if you experience any problems with the coordination of expenses between the medical and dental carriers which you are not able to work out between the carriers, feel free to contact me for assistance.

Sincerely,

Mary S. Johnson
Benefits Services Manager

58. Quality Leader (8/10/98)

This letter is to reaffirm our agreement reached between the parties concerning the establishment of a new classification hereafter referred to as Quality Leader. It is the understanding of the parties that this new position will be responsible for the coordination and implementation of the new Quality Technician classification, and any other related tasks associated with the Quality program. This new classification will be reviewed periodically for appropriateness and applicability. This agreement may be cancelled with a 30 day written notice by either party. The pay rate for Quality Leader will be \$16.595.

59. Medical Spending Account

The Company will make the Honeywell salaried Medical Spending Account plan available to the hourly Union employees in Fostoria, effective January 1, 2002. Participants will enroll annually in the fourth quarter for the following year.

60. Successors and Assigns

This Agreement shall be binding upon the successors and assignees of the Employer. In the event the Employer should sell, assign, transfer, or otherwise dispose of the Fostoria facility, it shall notify the Union of the intention to do so at least ten (10) days prior to the said sale, transfer or assignment. The parties agree that any purchaser of the Fostoria facility shall accept in writing all the terms and provisions of this Agreement, but only if the Union agrees in writing that this Agreement shall apply and be mutually binding upon the Union for the Agreement's full term without modifications.

61. Overtime Policy for Restricted Workers

1. In order to maintain the flexibility of re-assigning employees to different positions, overtime will be offered to restricted employees only when the entire department is scheduled for overtime.
2. If only partial departments are scheduled, restricted employees will not be offered overtime.
3. If only one specific job is needed on Saturday or Sunday and, the job is held by a restricted employee, and that employee has low hours, the employee may work.

If the restricted employee's specific job, as referred to above, is no longer needed as scheduled and he or she is unable (due to medical restrictions) to performance other work on overtime, they will not be eligible for the (4) hours payment per Article IX Section 5.

Merit and Ability

As to Article IV Section 2(a), the Company will select employees for promotional opportunities utilizing Merit, Ability and Seniority in the following classifications:

Technician A

Technician B

?

Tech Assistant Plus
Copper Core Stud Header
Miscellaneous Machine Operator
Kiln Operator
TPM Facilitator

The Company may utilize a mechanical dexterity and general aptitude test to be developed within 4 months of the conclusion of these negotiations. These test results in conjunction with employee's disciplinary record will be a factor in the selection process. With regards to test results, the minimum passing score will be determined. Once an employee achieves this minimum score, seniority will prevail. The Company will utilize the local Community Colleges or Tech Schools and/or State administered job services organization to provide the testing mechanism and/or administration of the test. The Union will be involved in the test selection process.

63. Company FAS Cap Proposal (6/21/01)

The Company's liability - hereunder for a retiree, surviving spouse, and their dependents, who retired after November 1, 2001 shall be limited to a yearly (January 1 - December 31) contribution to the cost of such plan in the following amounts:

	Maximum Yearly Contribution
(i) Retiree or surviving spouse age 64 or younger	\$20,000 per covered Retiree or Surviving Spouse in the group.
(ii) Retiree or surviving spouse age 65 or older	\$10,000 per covered Retiree or Surviving Spouse - in the group.

If the annual cost to provide the described insurance in any coverage year is greater than the Company's maximum yearly contribution, as described above (i.e., FAS Cap) on behalf of the retiree or surviving spouse, the retiree or surviving spouse will be billed monthly for the excess cost (the "contributory amount"). Failure of a retiree or surviving spouse to arrange for payment of the bill for the contributory amount within 60 days of receipt will result in cancellation of coverage for the retiree and relieve the Company of any future obligation to that retiree under this Agreement. The amounts can be paid in a lump sum or be deducted from monthly paychecks in installments over the following year.

During the first year of retirement, the amount, if any, of premium owed by the capped retiree will be pro-rated for the number of months a person is retired in the first year they retire. The annual cost for each plan year will be developed by reviewing actual medical expenses after the close of the plan year that this information is available. For retirees or surviving spouses age 64 and under the method for calculating actual medical expenses is as follows: health care expenses for medical and prescription drugs paid on behalf of all active

the Self-insured health plan (currently BC/BS), pre-65 retirees and their dependents for both the self-insured and fully insured health plan (currently Paramount), as well as all surviving spouses and their dependents, in the coverage year(s) in question will be added. Administrative expenses will also be added, but in no event will this amount be higher than it would have been if a 6% annual increase were applied to the level of per capita expense in 2001. [The amount excludes all Dental, Life, Short Term Disability, Workman's Comp and Long Term Disability coverages. Additionally, the cost of any healthcare coverage improvements negotiated for active employees and their dependents after November 1, 2001 will be excluded from the above formula.] Active costs will be age - adjusted to reflect the average age of pre-65 retirees. This figure will be divided by the average enrolled number of all active employees in the self insured health plan (currently BC/BS) and the average enrolled number of pre-65 retirees and surviving spouses in all health plans for that coverage year(s) as certified by the independent auditor. The same methodology will be used to perform a separate calculation for the retiree or surviving spouse age 65 or older group using post 65 covered healthcare expenses and enrollments [which include medical and prescriptions drugs and administrative fees].

The retiree's age as of January 1 of each year will determine the retiree's age for that entire year.

The Company agrees the above Caps will not apply to any year prior to calendar year 2007.

The Company agrees to provide the Union with a quarterly report showing the above applicable data and costs by: month, and year to date for the coverage year for both the pre and post 65 groups.

The Company further agrees that healthcare benefits, including FAS Caps, for both active employees and employees who retire on or after November 1, 2001 are mandatory subjects of future bargaining.

The Company agrees to a Cap maximum of 2.2 time actual 2001 medical costs (as defined above) or the maximum annual Cap (per Pre- and Post- 65 schedule) whichever is higher.

Fostoria
Hourly
Example of Age Factor Calculation

Age	2001 headcounts from FAS 106 valuation:				
	Medical Only Cost Factors (A)	Actives (B)	Pre-65 Retirees (C)	Cost Factors Actives (D) = (A) * (B)	* Headcounts Pre-65 Retirees (E) = (A) * (C)
<= 29	1.0000	36	-	36.00	-
30 - 39	1.2488	87	-	108.65	-
40 - 44	1.5433	98	2	151.24	3.09
45 - 49	1.7032	189	11	321.90	18.74
50 - 54	1.9988	122	97	243.85	193.88
55 - 59	2.5072	69	89	173.00	223.14
60 - 64	3.2226	15	110	48.34	354.49
1. Total		616	309	1,082.98	793.33
2. Average age factors {D(1)/B(1) or E(1)/C(1)}				1.758	2.567
3. (Pre-65 Retiree factor)/(Active factor) = {E(2)/D(2)}					1.460

C:\WINDOWS\TEMP\Fostoria age-factors explanation.xls]Sheet1

4/10/02

64. FAS Caps Letter of Agreement (6/12/01)

The Union and Company agree that for the purpose of determining any health care contribution on future retiree medical that it is critical that the data used in any calculation will have a high degree of integrity. All information in the carrier eligibility systems must be accurate. Additionally, any claim totals used in any calculation need to correctly reflect only the liabilities for the Fostoria union population.

Therefore, the Company agrees that a mutually selected third party accounting firm audit the carrier eligibility and claim data twice a year. The accounting firm shall issue a certified letter to the Union and the Company reporting on the accuracy of the carrier data. That data is to include plan participants, their claim cost accuracy and total costs by individual groups as listed in the formula. If, in the process of conducting an audit the accounting firm discovers incorrect eligibility or claim errors, then the Company and Union agree to have the carriers correct such errors. Additionally, if it is discovered that inaccurate eligibility or data was used in the calculation of the initial FAS Caps the Company and the Union will meet and make the warranted changes. It is understood that the FAS Caps will not be lowered due to inaccurate initial data provided by the Company when setting the original FAS Caps. By mutual agreement, the Company and the Union can change the third party accounting firm to be used for future audits during the term of this labor agreement.

This audit will be performed for any medical plan included in the formula offered to the Fostoria UAW population. As of the date of this Agreement, Horizon Blue Cross and Blue Shield, Merck-Medco Managed Care, and Paramount are the only plans included in the formula offered to the Union employees in Fostoria.

The Company will contract with the third party accounting firm mutually selected by the Company and Union, and the Company agrees to pay for the cost of the audits performed pursuant to this Letter of Agreement.

The Company also agrees that it will provide to the designated Union leadership "individual claim detail" regarding any covered employee or retiree only if the individual executes and provides to the Company and Union a legally acceptable written consent agreement to release the individual's own specific data. This "individual claim detail" shall consist of the following information: date claim was paid; date claim was incurred; claimant number and amount of claim paid. The Company will provide the "written consent agreement" form to be utilized.

In addition to the above information the Company will provide the Union with the total number of participants, total cost, year to date cost and projected cost for the year for each covered group (pre-65 and post-65) on a monthly basis.

This Letter of Agreement between the Union and Company shall be in accordance with any applicable state and/or federal privacy laws and regulations. In the event of a change in the law or regulations, this agreement will be modified accordingly by mutual agreement of the Company and Union.

65. HMO Review

The Company and the Union agree to review the HMO healthcare plan for hourly employees (currently Paramount) and the dental plan for hourly employees (currently CIGNA) on an annual basis to evaluate service, network, and cost competitiveness. The review committee will include representatives from the UAW, Fostoria Plant, and Corporate health care experts. This review will occur each year during the contract term. The first joint evaluation will take place in July 2002.

67. SMALL LUMP SUM PENSION PAYMENTS

Any accrued pension benefit with a present value of \$5,000 (previously \$3,500) or less will be automatically paid out directly to a plan participant on termination of employment (or death, in the case of a payment to the surviving spouse). Effective July 1, 2001, employees will have the opportunity to elect a lump-sum pension payment if the present value of their accrued benefit is greater than \$5,000 but less than \$10,000, subject to any spousal consent required by Federal law. The lump-sum payments for both the \$5,000 automatic and the \$10,000 optional cash out would be determined under the basis required by Public law 103-465 General Agreement on Tariff and Trades (GATT), using an interest rate on 30 year treasury securities and the 1983 Group Annuity Mortality table.

68. SUPPLEMENT ADJUSTMENT (FUTURE RETIREES) -SOCIAL SECURITY LAW CHANGE

The Company proposes for those who retire during the term of this contract, who were born between 1938 and 1944 inclusive, to extend the supplement from age 62 until the date when 80% of their Social Security Benefit is payable.

The Company proposes for those who are already retired, who were born between 1938 and 1944 inclusive, to extend the supplement from age 62 until the date when 80% of their Social Security Benefit is payable.

Year of Birth	Full Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

69. Lump Sum Payment (Current Retirees Retired on July 1, 2001 or Earlier)

Payment will be made to eligible employees and will equal \$30.00 per year of credited service with a minimum payment of \$300.00. Lump sum payment will be made to eligible surviving spouses and will equal \$10.00 per year of credited service. The minimum payment is \$100.00.

70. Absenteeism

The Company agrees to include counseling as one of the steps in the absenteeism disciplinary process. Counseling will be subject to the 6 month time limitation, i.e. an employee will be counseled more than once if the time limit so warrants. The Company also agrees that the 6 month time limit will begin on the date of the absence or accumulated absences. The Company also agrees that the absenteeism policy be administered in a fair and consistent manner.

71. Packaging Letter of Agreement

The Company has not completed its cost - benefit analysis on the packaging operation. All factors, including productivity enhancements attributable to employee involvement, will be considered before any final disposition regarding packaging sourcing is made.

72. 2001 Pension Improvements

For retirements commencing on or after November 1, 2001, the pension benefits will be as follows:

1. LIFE INCOME BENEFIT RATES (FUTURE RETIREES)

11/1/05 through 10/1/05	Date of and Retirement after	Life Income Benefit Rates Per Year of Credited Service for Months Commencing:				
		8/1/00 Benefit Class Code	11/1/01 through 10/1/01	11/1/02 through 10/1/02	11/1/03 through 10/1/03	11/1/04 through 10/1/04
8/1/00 through 10/1/01	A	\$37.05				
	B	\$37.30				
	C	\$37.55				
	D	\$37.80				
11/1/01 through 10/1/02	A		\$38.05	\$38.95	\$39.85	\$40.75
	B		\$38.30	\$39.20	\$40.10	\$41.00
	C		\$38.55	\$39.45	\$40.35	\$41.25
	D		\$38.80	\$39.70	\$40.60	\$41.50
11/1/02 through 10/1/03	A			\$39.05	\$39.95	\$40.85
	B			\$39.30	\$40.20	\$41.10
	C			\$39.55	\$40.45	\$41.35
	D			\$39.80	\$40.70	\$41.60
11/1/03 through 10/1/04	A				\$40.05	\$40.95
	B				\$40.30	\$41.20
	C				\$40.55	\$41.45
	D				\$40.80	\$41.70

2. TEMPORARY BENEFITS (FUTURE RETIREES)

Date of Retirement	Monthly Temporary Benefit Per Year of Credited Service	Maximum
8/1/00 through 10/1/01	\$36.30	\$1,089
11/1/01 through 10/1/02	\$37.80	\$1,134
11/1/02 through 10/1/03	\$39.30	\$1,179
11/1/03 through 10/1/04	\$40.80	\$1,224
11/1/04 through 10/1/05	\$42.30	\$1,269
11/1/05 and after	\$43.80	\$1,314

3. EARLY RETIREMENT SUPPLEMENT "30 AND OUT" (FUTURE RETIREES)

Total Monthly Benefit For Determining Early Retirement Supplement Prior to Age 62 and One Month for Retirements with 30 Or More Years of Credited Service

Date of Retirement	8/1/00 through 10/1/01	11/1/01 through 10/1/02	11/1/02 through 10/1/03	11/1/03 through 10/1/04	11/1/04 through 10/1/05	11/1/05 and after
8/1/00 through 10/1/01	\$2,200					
11/1/01 through 10/1/02		\$2,275	\$2,340	\$2,405	\$2,470	\$2,535
11/1/02 through 10/1/03			\$2,350	\$2,415	\$2,480	\$2,545
11/1/03 through 10/1/04				\$2,425	\$2,490	\$2,555
11/1/04 through 10/1/05					\$2,500	\$2,565
11/1/05 and after						\$2,575

4. EARLY RETIREMENT - INTERIM SUPPLEMENT (FUTURE RETIREES)

Monthly Amount Per Year of Credited Service for Employees with Less Than
30 Years of Service and Before Age 62 and One Month for Months Commencing:

Age At Retirement	8/1/00 through 10/1/01	11/1/01 through 10/1/02	11/1/02 through 10/1/03	11/1/03 through 10/1/04	11/1/04 through 10/1/05	11/1/05 and after
55	\$15.95	\$17.00	\$17.70	\$18.35	\$19.05	\$19.70
56	\$18.80	\$20.80	\$21.60	\$22.45	\$23.25	\$24.10
57	\$22.80	\$24.55	\$25.55	\$26.50	\$27.50	\$28.45
58	\$26.70	\$28.35	\$29.50	\$30.60	\$31.75	\$32.85
59	\$29.85	\$32.15	\$33.40	\$34.70	\$35.95	\$37.25
60	\$34.50	\$35.90	\$37.35	\$38.75	\$40.20	\$41.60
61	\$34.50	\$35.90	\$37.35	\$38.75	\$40.20	\$41.60

5. SPECIAL AGE 65 BENEFIT (CURRENT & FUTURE RETIREES)

The Special Age 65 Benefit is increased from \$46.00 per month to the following:

December 1, 2001	\$50.00
December 1, 2002	\$52.00
December 1, 2003	\$54.00
December 1, 2004	\$56.00
December 1, 2005	\$58.00

(Or the monthly Medicare Part B premium, if less.) To receive maximum benefits under the retiree medical plan, future retirees must enroll in Medicare Part B.

6. LUMP SUM PAYMENT (CURRENT RETIREES RETIRED ON OCTOBER 1, 2001 OR EARLIER)

On January 1, 2002, a lump sum payment will be made to eligible employees retired October 1, 2001 or earlier who are receiving a benefit on January 1, 2002. The lump sum payment will equal \$30 per year of credited service. The minimum payment is \$300.

The eligible surviving spouse of an employee who retired or died October 1, 2001 or earlier, will receive a lump sum payment on January 1, 2002 of \$10 for each year of Credited Service. The minimum payment is \$100.

Former employees receiving a deferred vested pension benefit, and their survivors, are not included.

7. SUPPLEMENT ADJUSTMENT (FUTURE RETIREES) - SOCIAL SECURITY LAW CHANGE

The Company proposes for those who retire during the term of this contract, who were born between 1938 and 1944 inclusive, to extend the supplement from age 62 until the date when 80% of their Social Security Benefit is payable.

8. SUPPLEMENT ADJUSTMENT (CURRENT RETIREES) SOCIAL SECURITY LAW CHANGE

The Company proposes for those who are already retired, who were born between 1938 and 1944 inclusive, to extend the supplement from age 62 until the date when 80% of their Social Security Benefit is payable.

9. SMALL LUMP SUM PENSION PAYMENTS

Any accrued pension benefit with a present value of \$5,000 (previously \$3,500) or less will be automatically paid out directly to a plan participant on termination of employment (or death, in the case of a payment to the surviving spouse). Effective July 1, 2001, employees will have the opportunity to elect a lump-sum pension payment if the present value of their accrued benefit is greater than \$5,000 but less than \$10,000, subject to any spousal consent required by Federal law. The lump-sum payments for both the \$5,000 automatic and the \$10,000 optional cash out would be determined under the basis required by Public law 103-465 General Agreement on Tariff and Trades (GATT), using an interest rate on 30 year treasury securities and the 1983 Group Annuity Mortality table.

INTERIM SUPPLEMENT RATES
Fostoria, Ohio Hourly Employees

**Monthly Amount Per Year of Credited Service for Employees
 With Less than 30 Years of Service and Before Age 62 and
 One Month for Months Commencing: 08/01/00 through 10/01/01**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$15.95	\$18.80	\$22.80	\$26.70	\$29.85	\$34.50	\$34.50
1 month	\$16.19	\$19.13	\$23.13	\$26.96	\$30.24	\$34.50	
2 months	\$16.43	\$19.46	\$23.46	\$27.22	\$30.63	\$34.50	
3 months	\$16.67	\$19.79	\$23.79	\$27.48	\$31.02	\$34.50	
4 months	\$16.91	\$20.12	\$24.12	\$27.74	\$31.41	\$34.50	
5 months	\$17.15	\$20.45	\$24.45	\$28.00	\$31.80	\$34.50	
6 months	\$17.39	\$20.78	\$24.78	\$28.26	\$32.19	\$34.50	
7 months	\$17.63	\$21.11	\$25.11	\$28.52	\$32.58	\$34.50	
8 months	\$17.87	\$21.44	\$25.44	\$28.78	\$32.97	\$34.50	
9 months	\$18.11	\$21.77	\$25.77	\$29.04	\$33.36	\$34.50	
10 months	\$18.35	\$22.10	\$26.10	\$29.30	\$33.75	\$34.50	
11 months	\$18.59	\$22.43	\$26.43	\$29.56	\$34.14	\$34.50	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

**Monthly Amount Per Year of Credited Service for Employees
With Less than 30 Years of Service and Before Age 62 and
One Month for Months Commencing: 11/01/01 through 10/01/02**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$17.00	\$20.80	\$24.55	\$28.35	\$32.15	\$35.90	\$35.90
1 month	\$17.32	\$21.11	\$24.87	\$28.67	\$32.46	\$35.90	
2 months	\$17.64	\$21.42	\$25.19	\$28.99	\$32.77	\$35.90	
3 months	\$17.96	\$21.73	\$25.51	\$29.31	\$33.08	\$35.90	
4 months	\$18.28	\$22.04	\$25.83	\$29.63	\$33.39	\$35.90	
5 months	\$18.60	\$22.35	\$26.15	\$29.95	\$33.70	\$35.90	
6 months	\$18.92	\$22.66	\$26.47	\$30.27	\$34.01	\$35.90	
7 months	\$19.24	\$22.97	\$26.79	\$30.59	\$34.32	\$35.90	
8 months	\$19.56	\$23.28	\$27.11	\$30.91	\$34.63	\$35.90	
9 months	\$19.88	\$23.59	\$27.43	\$31.23	\$34.94	\$35.90	
10 months	\$20.20	\$23.90	\$27.75	\$31.55	\$35.25	\$35.90	
11 months	\$20.52	\$24.21	\$28.07	\$31.87	\$35.56	\$35.90	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

**Monthly Amount Per Year of Credited Service for Employees
With Less than 30 Years of Service and Before Age 62 and
One Month for Months Commencing: 11/01/02 through 10/01/03**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$17.70	\$21.60	\$25.55	\$29.50	\$33.40	\$37.35	\$37.35
1 month	\$18.03	\$21.93	\$25.88	\$29.83	\$33.73	\$37.35	
2 months	\$18.36	\$22.26	\$26.21	\$30.16	\$34.06	\$37.35	
3 months	\$18.69	\$22.59	\$26.54	\$30.49	\$34.39	\$37.35	
4 months	\$19.02	\$22.92	\$26.87	\$30.82	\$34.72	\$37.35	
5 months	\$19.35	\$23.25	\$27.20	\$31.15	\$35.05	\$37.35	
6 months	\$19.68	\$23.58	\$27.53	\$31.48	\$35.38	\$37.35	
7 months	\$20.01	\$23.91	\$27.86	\$31.81	\$35.71	\$37.35	
8 months	\$20.34	\$24.24	\$28.19	\$32.14	\$36.04	\$37.35	
9 months	\$20.67	\$24.57	\$28.52	\$32.47	\$36.37	\$37.35	
10 months	\$21.00	\$24.90	\$28.85	\$32.80	\$36.70	\$37.35	
11 months	\$21.33	\$25.23	\$29.18	\$33.13	\$37.03	\$37.35	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

**Monthly Amount Per Year of Credited Service for Employees
With Less than 30 Years of Service and Before Age 62 and
One Month for Months Commencing: 11/01/03 through 10/01/04**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$18.35	\$22.45	\$26.50	\$30.60	\$34.70	\$38.75	\$38.75
1 month	\$18.69	\$22.79	\$26.84	\$30.94	\$35.04	\$38.75	
2 months	\$19.03	\$23.13	\$27.18	\$31.28	\$35.38	\$38.75	
3 months	\$19.37	\$23.47	\$27.52	\$31.62	\$35.72	\$38.75	
4 months	\$19.71	\$23.81	\$27.86	\$31.96	\$36.06	\$38.75	
5 months	\$20.05	\$24.15	\$28.20	\$32.30	\$36.40	\$38.75	
6 months	\$20.39	\$24.49	\$28.54	\$32.64	\$36.74	\$38.75	
7 months	\$20.73	\$24.83	\$28.88	\$32.98	\$37.08	\$38.75	
8 months	\$21.07	\$25.17	\$29.22	\$33.32	\$37.42	\$38.75	
9 months	\$21.41	\$25.51	\$29.56	\$33.66	\$37.76	\$38.75	
10 months	\$21.75	\$25.85	\$29.90	\$34.00	\$38.10	\$38.75	
11 months	\$22.09	\$26.19	\$30.24	\$34.34	\$38.44	\$38.75	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

**Monthly Amount Per Year of Credited Service for Employees
With Less than 30 Years of Service and Before Age 62 and
One Month for Months Commencing: 11/01/04 through 10/01/05**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$19.05	\$23.25	\$27.50	\$31.75	\$35.95	\$40.20	\$40.20
1 month	\$19.40	\$23.60	\$27.85	\$32.10	\$36.30	\$40.20	
2 months	\$19.75	\$23.95	\$28.20	\$32.45	\$36.65	\$40.20	
3 months	\$20.10	\$24.30	\$28.55	\$32.80	\$37.00	\$40.20	
4 months	\$20.45	\$24.65	\$28.90	\$33.15	\$37.35	\$40.20	
5 months	\$20.80	\$25.00	\$29.25	\$33.50	\$37.70	\$40.20	
6 months	\$21.15	\$25.35	\$29.60	\$33.85	\$38.05	\$40.20	
7 months	\$21.50	\$25.70	\$29.95	\$34.20	\$38.40	\$40.20	
8 months	\$21.85	\$26.05	\$30.30	\$34.55	\$38.75	\$40.20	
9 months	\$22.20	\$26.40	\$30.65	\$34.90	\$39.10	\$40.20	
10 months	\$22.55	\$26.75	\$31.00	\$35.25	\$39.45	\$40.20	
11 months	\$22.90	\$27.10	\$31.35	\$35.60	\$39.80	\$40.20	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

**Monthly Amount Per Year of Credited Service for Employees
With Less than 30 Years of Service and Before Age 62 and
One Month for Months Commencing: 11/01/05 and after**

Age at Retirement	55 years	56 years	57 years	58 years	59 years	60/61 years	62 years*
0 months	\$19.70	\$24.10	\$28.45	\$32.85	\$37.25	\$41.60	\$41.60
1 month	\$20.07	\$24.46	\$28.82	\$33.22	\$37.61	\$41.60	
2 months	\$20.44	\$24.82	\$29.19	\$33.59	\$37.97	\$41.60	
3 months	\$20.81	\$25.18	\$29.56	\$33.96	\$38.33	\$41.60	
4 months	\$21.18	\$25.54	\$29.93	\$34.33	\$38.69	\$41.60	
5 months	\$21.55	\$25.90	\$30.30	\$34.70	\$39.05	\$41.60	
6 months	\$21.92	\$26.26	\$30.67	\$35.07	\$39.41	\$41.60	
7 months	\$22.29	\$26.62	\$31.04	\$35.44	\$39.77	\$41.60	
8 months	\$22.66	\$26.98	\$31.41	\$35.81	\$40.13	\$41.60	
9 months	\$23.03	\$27.34	\$31.78	\$36.18	\$40.49	\$41.60	
10 months	\$23.40	\$27.70	\$32.15	\$36.55	\$40.85	\$41.60	
11 months	\$23.77	\$28.06	\$32.52	\$36.92	\$41.21	\$41.60	

* May be eligible for the supplement at ages older than 62 if qualify for age creep.

Fostoria Benefit Class Codes

Benefit Class Code	Effective 8/1/2000	Effective 11/1/2001	Effective 11/1/2003	Effective 11/1/2004	Effective 11/1/2005
A	\$17.07 or less	\$18.07 or less	\$18.48 or less	\$19.03 or less	\$19.79 or less
B	\$17.075-\$17.20	\$18.075-\$18.20	\$18.485 - \$18.61	\$19.035 - \$19.17	\$19.795 - \$19.94
C	\$17.205-\$17.675	\$18.205-\$18.675	\$18.615 - \$19.095	\$19.175 - \$19.67	\$19.945 - \$20.46
D	\$17.68 and above	\$18.68 and above	\$19.10 - and above	\$19.675 and above	\$20.465 and above

**SECTION B
SKILLED TRADES
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175	5. Skilled Trades Training (Course Study) (10-27-82)
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1. Work Assignments - Release to Production
(Revised 10-29-85)

To ensure that Skilled Trades will not be adversely affected by the erosion of duties, the Union is assured that any duties now being performed by Skilled Trades which are turned over to production during negotiations will not be a basis for future erosion. In the event of any future job disputes between Skilled trades and Production work, the Company will not make reference to or discuss in any manner duties or jobs agreed upon through negotiations. All future disputes concerning lines of demarcation between Skilled trades and production work will be judged on their individual merits and circumstances and not on the similarity of jobs contained within this agreement.

The following list of duties is for jobs in specific departments with precise functions and are not to be misconstrued, added to, or interpreted to apply to any other department of maintenance performance. With this understanding, the Union, through a spirit of cooperation and recognizing that the Company must remain viable and competitive, release the following Skilled Trade Duties to production as listed.

DEPARTMENT 3

Isostatic Machines

Adjust insulator belts

Adjust mandrel nuts

Tape vacuum hose

Replace bulbs on problem lights (60 watts)

Change grinding carousel on setup

Replace work light bulbs in front of operators

Change mandrels

Cleaning out glass bowls on Isostatic Presses

Adding oil to kiln pushers

DEPARTMENT 9

Actuate reset buttons on insulator printers

Move stud and centerwire feeders from line to line

Replace belts on shell roll feeders

Adjust top feed plate and feeder/shell body height

Provide access to reset buttons on tamper for use of production employees

Change spring wire on prebender

Set zipper to proper setting

2. Skilled Trades - General (10-27-82)

During the current negotiations, several concerns were raised regarding skilled trades employees and conditions surrounding their assignments. To those ends, the following shall apply:

- A. As has been the habit of management, every effort will be made to insure that employees working on potentially hazardous duties are accompanied by or in close con-

fact with other employees during such duty, so that emergency situations can be minimized.

- B. Past practices regarding skilled trades assignments will continue to be honored and not eroded. In those instances where confusion exists regarding implementation of new or changed methods and/or procedures, every attempt will be made, through a Joint Committee consisting of the Skilled Trades Representative and Chairman of the Bargaining Unit and two (2) members of the Company, to discuss such change so as to accommodate all interested parties.
- C. Credentials of skilled tradesmen will be furnished Union representatives prior to hiring as referenced in Skilled Trades-New Hires (Revised 10-27-82) letter.
- D. Destruction or damage to safety glasses as a result of welding, brazing, or similar operations will continue to be reviewed regarding replacement by appropriate management personnel. When necessary, these supervisors can approve such requests, and the safety area will insure that adequate replacements are subsequently obtained.
- E. Overtime hours will be changed to zero (0) while maintaining current spreads pending any modifications to the contrary due to exercise of any provisions contained in the Letter of Understanding entitled Skilled Trades - Overtime (10-18-76).
- F. At the beginning of the new contract period, Stationary Engineers will have the authority to completely service drinking fountains, including removing them from the water source.
- G. It is the intention of the Company to assign the least senior employee who does not have an area preference to replace an absent employee in the same trade and on the same shift. Continuity of work will be considered regarding the availability of Journeymen for replacement purposes.

3. Skilled Trades - Work Assignments (Revised 10-27-82)

During the course of the 1982 negotiations, it was agreed to reissue the letter of December 7, 1970 as follows:

During the current negotiations, the Union has insisted that disputes over skilled trades work assignments frequently result from lack of knowledge concerning work assignment practices on the part of newly hired or transferred Journeymen or Supervisors. The Union has urged that many such disputes could be prevented or quickly resolved if work assignment practices were defined and agreed upon by the parties.

As you are aware, the Company holds a deep conviction regarding the necessity to retain current work assignment flexibility in order to assure the most efficient utilization of skilled manpower. On numerous occasions the Company has expressed its concern that negotiations in this area would likely result in featherbedding, or result in increased claims for back pay or attempts to limit the Company's flexibility particularly with respect to incidental and overlapping work assignments.

Based upon unequivocal assurances from the Union that these are not the objectives of the Union nor would attempts to achieve these harmful results be sanctioned, the Company is willing to agree to amendment of the Skilled Trades Supplemental Agreement to permit the parties to develop skilled work assignment guides for the apprenticeship trades pursuant to the attached new Paragraph 6 of the Skilled Trades Supplemental Agreement.

The Company assures the Union that guidelines prepared by Skilled Trades employees will be given due consideration and will be a factor with respect to work assignments when assigning work to Skilled Trades employees.

4. Special Procedure - Job Security and Outside Contracting (10-26-79)

In the current negotiations, the parties discussed the provisions of Article VII, Sections 15(a), (b)(7) and 23, of the Collective Bargaining Agreement, as they apply to the right to strike over issues concerning violations of the Company's express commitments set forth in the provisions of Article IV, Section 8, of the Agreement (except those commitments concerning advance notice and/or discussion relating to maintenance and construction work and new die matching, fabrication, repair, tryout and related checking fixture work). As a result of these discussions the parties agreed that grievances covering such issues shall be handled in the following manner:

1. Such a grievance may be filed in the second stage of the arbitrable grievance procedure and if not resolved may be appealed in the normal manner through the fourth stage of that procedure; provided however, that if the Region 2B Director decides otherwise and within 30 days of the date of notice of appeal to the Arbitrator of such grievance notifies the local Labor Relations Staff, in writing, of his decision not to proceed to the Arbitrator, the grievance shall be referred to the second stage of the Special Procedures set forth in the provisions of Article VII, Section 23, of the Agreement and thereafter processed in accordance with those provisions.
2. In the Special Procedure, the disposition the Union may properly seek to reverse the Company's decision with respect to the work protested in the grievance and require that it be assigned to the proper Company employees. In the alternative, the Union may seek an appropriate award of back pay for properly aggrieved employees. The Union may not properly seek to modify the Company's express commitments to Article IV, Section 8, of the Agreement in any way.
3. If such grievance is processed through the fourth stage of the arbitrable grievance procedure and is decided by the Arbitrator, his decision must be based upon the criteria which are set forth in Article IV, Section 8, of the Agreement, and if he sustains the grievance, his award shall be limited to back pay for the properly aggrieved employees who are laid off or would be laid off as a direct result of the Company's decision to contract out the disputed work.

5. Skilled Trades Training (Course Study) (10-27-82)

The courses presented to the Company by the Union at the 1982 negotiations are approved in advance for Skilled Trades employees. The intent of the agreement is to give the Skilled Trades personnel an opportunity to upgrade their skills and to remain up to date on current and new technology.

The courses are not required by the Company but are made available to the Skilled Trades personnel on a voluntary basis. The Company will reimburse the employees for the tuition costs associated with such courses upon proof of satisfactory completion of such coursework.

The Company will contact Terra Technical College and will make every effort to ensure that these courses may be taken on a pass/fail basis.

6. Skilled Trades - Overtime (10-18-76)

During the course of the 1976 contract negotiations, it was agreed that the Appendix F (Skilled Trades) employees may elect, as a group, to have their overtime assignments governed by one of the following four (4) mutually exclusive optional provisions.

1. Continuation of Current Overtime Provisions

Overtime assignments shall be governed solely by (a) Article IV, Section 6, Part B and the Sunday Work Assignment ("13 day") letter.

2. Overtime Bypass

See the Bendix Autolite - U.A.W. Agreement dated October 31, 1973

3. Appendix H - Local Negotiations

See the Bendix Autolite - U.A.W. Agreement dated October 31, 1973.

4. Appendix H - October 26, 1973 and Related Letters

See the Bendix Autolite - U.A.W. Agreement dated October 31, 1973.

A request to elect options 2, 3, or 4 set forth above for all skilled tradesmen must be submitted in writing by the Union to Management no later than 30 days following the ratification of the 1976 Agreement. Where neither option 2, 3, or 4 is thus invoked, option 1 (Part B of Section 6 of Article IV) shall be deemed elected. Any such election will be effective for the duration of the 1976 Collective Bargaining Agreement.

7. Tool and Die Work (10-26-79)

During our current negotiations, the Union's Negotiating Committee raised with the Company the problem of job opportunities for seniority Skilled Tool and Die employees. These opportunities are affected upon occasion by Company decisions to purchase, rather than manufacture, certain tools, dies, fixtures related checking fixture construction and similar equipment, despite the fact that the Company has the facilities to do such work. As we pointed out to you, the Company cannot agree to any conditions on its right to make or buy decisions. In making such decisions, it intends to continue to give appropriate consideration to the operating needs of the business, the efficiencies and economies involved, and other pertinent factors, including the consequences of such decisions to the employment opportunities of its Skilled Tool and Die employees. The Company is genuinely interested in maintaining maximum employment opportunities for these employees, consistent with the needs of the enterprise.

Where the Company considers that work practices or provisions of its agreement in its Tool and Die departments may be having an adverse affect on the Company's ability to compete in this field effectively, Management will discuss such matters on a timely basis with the local Bargaining Committee and explore with it fully the possibilities of taking practical steps with respect to such matters at the end of improving the employment opportunities of such employees.

8. Tool Room Competitiveness

Meetings will be held for the purpose of discussing ways to make the Tool Room more competitive and cost effective. The Company will continue to monitor overall tooling requirements in reference to costs and timeliness. The Unit Chairman, Skilled Trades Representative and three Tool and Die Makers will meet with representatives from Manufacturing Engineering and Labor Relations. This committee will review training suggestions and recommendations as deemed pertinent to new equipment in the Tool Room.

9. Subcontracting Discussions

Confirming the Union's right, the Company agrees to meet to discuss any subcontracting problems which may occur during the four month period prior to each meeting and will discuss potential concerns regarding this issue. The parties will meet three times a year as requested by the Union. Representatives for the Union will include the Unit Chairman, Skilled Trades Representative and a third person to be designated by the Union. In addition, the Servicing Representative for UAW, Local 533 may attend these meetings. Company participants will include an equal number of representatives.

10.

November 1, 1998

Mr. Jack Gobs
President
UAW Local 533
1600 North Union Street
Fostoria, Ohio 44830

Dear Jack:

During the 1988 negotiations, the Union requested that the Company provide prints and/or documentation on new equipment to the Skilled Trades employees when they are required to provide maintenance support on such equipment. As stated during negotiations, the Company will provide the appropriate Skilled Trades employees prints and documentation the Company has in its possession. In those instances where prints and/or documentation are not in our possession, the Company will attempt to secure such documents.

Sincerely,

V. Larry Greathouse
Manager - Employee Relations

VLG:pke

11. Apprenticeship Standards (Revised 7/2/98)

During the 1998 negotiations, the Company and the Union agreed to the Apprenticeship Standards with revisions in progression wage percentages, and Company will pay tuition and book fees directly to the institution of classroom instruction.

12. Total Productive Maintenance

Introduction of the principles and practices of Total Productive Maintenance (TPM) to the Skilled Trades group and manufacturing areas is a key factor in improving the performance (OEE) of the facility. TPM is a comprehensive program which includes employee involvement, quality improvements and maintenance resources.

The main goal of the TPM program are:

- Elimination of equipment losses
- Increased productivity
- Improved quality
- Reduced cost
- Minimize inventory
- Elimination of accidents

Implementation of a world class TPM program will require commitment from both Company and Union. It involves everyone from operators to top Management in the equipment process. Consequently, a Joint Steering Committee consisting of the Skilled Trades Representative, Union President, TPM Facilitator, Maintenance Manager, Operations Manager, and Maintenance Team Advisor will oversee the TPM organization and provide direction and support to assure effective implementation of the TPM program.

Key to the success of this program is the role of the TPM Facilitator. The TPM Facilitator must possess effective organizational skills, good communication skills, Six Sigma technical skills, supervisory skills and demonstrate credibility. This position will be filled by the bid process and have an hourly wage of \$17.70 (full rate).

Initially the TPM organization will consist of a cross - functional team of Skilled Tradesmen led by the TPM Facilitator under the direction of the Plant Engineering Manager. Initial TPM roll out will be a pilot project basis in a predetermined area/process. Roll out in the pilot area will be targeted for the 3rd Quarter 2001.

The successful implementation of the TPM Program will have significant impact on the continued success of the Fostoria Facility.

13. Miscellaneous Machine Operator and Tool and Die Classification

It is understood that work presently assigned to the classification Machine Operator - Miscellaneous, which had been previously performed by operators in the Tool and Die Maker Classification, will be returned to that classification, if and when it would make a significant enough difference in work opportunity so as to postpone or make unnecessary reduction-in force in the Tool and Die Maker classification.

SECTION C

HEALTH AND SAFETY

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1. Health and Safety (10-18-76)

During the current negotiations the parties discussed at length the concern both the Company and the UAW have for assuring reasonable safe and healthful working conditions for employees during their working hours. To this end, it was acknowledged that current contractual commitments and other arrangements are satisfactory for dealing with health and safety issues. In the same discussion it was concluded that it may be desirable for the parties to meet periodically to discuss matters of mutual interest which pertain to employee health and safety.

Accordingly, this letter will confirm the Company's willingness to meet from time to time upon request of the Union to discuss such matters.

Among those matters that would be appropriate for discussion in such meetings would be significant developments of a mutual interest in the health and safety fields, changes in the Company's health and safety programs due to legal requirements of Company policy revisions, and review of the meaningful injury and illness experience of the Company's plant. In addition, we assured you that the arrangements we have made in the past for professional health and safety representatives of the International Union to visit the Company's plant in concentration with particular health and safety problems would be continued.

As part of our employee health program we intend to provide employees who are exposed to known harmful physical agents or chemicals, at no cost to them, those medical services, physical examinations and other appropriate tests, including audiometric examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. In addition, we plan on providing the specific tests required for employees on jobs with special physical requirements. It is also our intention to provide equipment for measuring noise, carbon monoxide and air flow which will be available for use by the Health and Safety Representative.

2. Working Conditions and Safety (Revised 10-29-82)

During the current negotiations, the Union raised several issues regarding plant working conditions, housekeeping and safety related items. It was pointed out that the Company already had policies and programs which addressed many of these issues, but that we would again reiterate these in this memo. Consequently:

- A. Any faulty or unsafe equipment will be examined by appropriate management. Designated members of Plant Engineering on off shifts and the Manager of Safety and Security shall have the right to shut down such equipment if the need arises. In those cases where hazards are detected, Management should attempt to inform the proper Union official.
- B. Plant Operating Policy Number 44-D will be rewritten and followed regarding hoist inspections on a regular basis.
- C. Employees will be re-instructed concerning our emergency evacuation procedure for severe weather and/or fire conditions.
- D. Oily and greasy floor situations will be monitored and corrected in accordance with good safety practices.

- E. Rest rooms will be maintained on a frequent basis: by such is meant reviewing cleanliness, appearance, and function of such rest rooms.
- F. Maintenance check made on overhead cranes will be made available in a convenient place for employees to see.
- G. Excessive or unusual temperature conditions developing in the plant will be investigated and corrected whenever possible. Specific solutions will be sought to cold conditions in the High Bay and Department 6, North area, and heat conditions in Department 9, South area.
- H. The Company will notify the Union of lost time accidents.

3. Safety – Power Presses (10-20-79)

During the current negotiations the parties discussed the Company's policy with respect to eliminating the potential danger resulting from the necessity for employees to place their hands into the point of operation of mechanical power presses. The Company's policy in this regard in that well defined procedures for use of die blocks and safety lockouts and tags for maintenance and setup personnel are imperative.

4. Heat Curtains (Revised 7/20/98 and 6/24/2001)

Heat curtains were installed in 1991 on an experimental basis. In 1992, the summer weather was unusually cool, therefore, we did not get a good evaluation as to the curtain effectiveness. We will continue to evaluate the effectiveness this summer and determine if the results are significant to justify applying in other areas. During 1998 negotiations, the Company has agreed to study the need for additional curtains and fans.

As requested, the Company will repair the existing heat curtains on lines 3 to 10 by October 1, 2001. Clear panels will be installed into the curtains to allow for improved visibility of kiln gauges. The scope of repairs is predominately minor in nature and was discussed on plant inspection.

5. Preventive Maintenance on Smoke Intake Tubes

Periodically, the smoke intake tubes on the Denisons become clogged and ineffective, and a regularly scheduled cleaning program is not in place. Effective with the signing of this Agreement, we will establish a TQ team to gather data and recommend an action plan for a preventive maintenance approach.

6. Exhaust System F.E. Paint Booths

The Company will initiate a program for building services preventing maintenance of this equipment.

7. Fan and Heater Cleaning (7/20/98)

The Company will initiate a program for building services preventing maintenance of this equipment.

8. Ergonomic Insoles (7/20/98)

The Company will arrange to have a safety shoe truck come to the plant to supply one pair of insoles, at Company expense, to each employee who feels they need them for their jobs.

9. Outside Security Lights (6/24/01)

As requested, all parking lot lights currently defective will be repaired or replaced within the time frame specified as one month from signing which is approximately 9-1-01 or sooner.

10. Hydraulic Dock Levelers

As requested, the dock levelers on the shipping dock will be placed into the preventative maintenance program at a frequency of quarterly inspections and repairs. With initial work orders scheduled by August 1, 2001.

11. Parking Lot (6/24/01)

As requested, the Company will bring in an outside contractor to make the necessary repairs to the section of damaged concrete pavement in the trailer storage areas by 9-1-2001.

12. Interior Lights (6/24/01)

In regards to the weekly replacement of interior lights, the Company agrees to continue to use the existing venue of the weekly Safety Audit and monthly Safety Council reporting process to report lights that are out and rank these outages by need in comparison with all other safety audit items. Agreement of priorities, results, and completion dates will be tracked and reported in the monthly safety council meetings.

13. Health and Safety Air Make - Up:

In regards to air make-up units, the Company agrees to place these units in the preventative maintenance program on a quarterly inspection frequency. With initial work orders scheduled by August 11, 2001. A list of the units is attached.

14. Department 9 Leaks (6/24/01)

In regards to fixing oil leaks in the Dennison area of Dept 9, the Company agrees to do an integrity survey on existing oil drip pans to make sure that all are oil-tight and make any necessary repairs by October 1, 2001.

15. Estop (6/24/01)

In regards to checking emergency stops in the plant on a weekly basis, the Company agrees to develop and implement an Estop program that would: inventory and document all Estops in the facility, define what production function is stopped when an Estop is engaged, clearly label the Estop as to what function is stopped when it is engaged, and define a mutually agreeable program to periodically test the estops that would not jeopardize the health and safety of any employee nor cause excess downtime or equipment failure. The Company proposes to have this completed by October 31, 2001.

2001

January							February							March							April						
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2002

January							February							March							April								
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May							June							July							August								
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19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
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September							October							November							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5	6	7			1	2	3	4	5						1	2		1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21		
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28		
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31						

2003

January							February							March							April											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
			1	2	3	4						1	30	31							1				1	2	3	4	5			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12					
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19					
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26					
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30										
May							June							July							August											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
			1	2	3	1	2	3	4	5	6	7				1	2	3	4	5	31						1	2				
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9					
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16					
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23					
25	26	27	28	29	30	31	29	30	27	28	29	30	31	24	25	26	27	28	29	30												
September							October							November							December											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
			1	2	3	4	5	6				1	2	3	4	30							1				1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13					
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20					
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27					
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31													

2004

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3		1	2	3	4	5	6	7	1	2	3	4	5	6				1	2	3		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24
25	26	27	28	29	30	31	29							28	29	30	31				25	26	27	28	29	30	
May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
30	31				1		1	2	3	4	5		1	2	3				1	2	3	4	5	6	7		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	31					1	2	1	2	3	4	5	6				1	2	3	4	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		

2005

January							February							March							April										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
30	31				1		1	2	3	4	5													1	2						
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9				
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16				
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23				
23	24	25	26	27	28	29	27	28						27	28	29	30	31													
May							June							July							August										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
1	2	3	4	5	6	7				1	2	3	4	31						1	2	1	2	3	4	5	6				
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13				
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20				
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27				
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31							
September							October							November							December										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
					1	2	30	31					1							1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10				
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17				
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24				
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31				

2006

January							February							March							April							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4			1	2	3	4	30							1		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
29	30	31	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29										
May							June							July							August							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6			1	2	3	30	31						1			1	2	3	4	5			
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31							
September							October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	1	2	3	4	5	6	7					1	2	3	4	31						1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30							